

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 0:22-CV-61795-KMM-LFL

KARINA MONASTERIO,
Plaintiff,

vs.

UBER TECHNOLOGIES, INC., A
FOREIGN CORPORATION FOR PROFIT;
RASIER (DC), LLC, A FOREIGN
CORPORATION FOR PROFIT; AND
PROGRESSIVE EXPRESS INSURANCE
COMPANY, A FOREIGN CORPORATION
FOR PROFIT,

Defendants.

REMOTE DEPOSITION

OF

KARINA MONASTERIO

TAKEN THROUGH A SPANISH INTERPRETER

Tuesday, March 7th, 2023

10:26 a.m. - 6:11 p.m.

Location: Coral Gables, Florida

Via Zoom Remote Platform

Stenographically Reported Via Zoom By:

MaryKay Horvath, RMR, CRR, FPR

Certified Realtime Reporter

Job No.: 5789818

1 APPEARANCES: (all appearing via Zoom)

2
3 On behalf of Plaintiff:

4 ROBERTS & BASNUEVO, P.A.
113 Almeria Avenue
5 Coral Gables, Florida 33134
(305)442-1700
6 BY: JAVIER A. BASNUEVO, ESQ.
basnuevo@robertspa.com

7
8 On behalf of Defendant Progressive Express Insurance
Company:

9
10 MORGAN & AKINS, PLLC
501 East Las Olas Boulevard
Suite 300
11 Fort Lauderdale, Florida 33301
(773)209-5463
12 BY: PATRICK K. DAHL, ESQ.
pdahl@morganakins.com

13
14
15 On behalf of Defendant Uber Technologies and Rasier,
LLC:

16
17 ROIG LAWYERS
1255 South Military Trail
Suite 100
18 Deerfield Beach, Florida 33442
(954)462-0330
19 BY: VERESA JONES ADAMS, ESQ.
vadams@roiglawyers.com

20
21 ALSO PRESENT:

22 Carlos Rivera Navas, Interpreter
23 Nohemy Kattan, Interpreter
24 Lina Arcila, Interpreter in training
25

I N D E X

Proceedings	Page
KARINA MONASTERIO	5
Direct By Mr. Dahl:	5
Cross By Ms. Adams:	143
Cross By Mr. Basnuevo:	148
Redirect By Mr. Dahl:	156
Certificate of Oath	170
Certificate of Oath (Interpreter)	171
Certificate of Reporter	172
Errata Sheet	173

PLAINTIFF EXHIBITS

No.	Page
Exhibit 1 Plaintiff's Answers to Interrogatories	12
Exhibit 2 2020 Tax Return	79
Exhibit 3 2019 Tax Return	79
Exhibit 4 2018 Tax Return	79
Exhibit 5 2017 Tax Return	79
Exhibit 6 Platform Access Agreement updated as of January 01, 2022, marked Confidential	82
Exhibit 7 Complaint and Demand for Jury Trial	90

(Stenographer's Note: Exhibits sent to stenographer electronically. A digital exhibit sticker was placed on the documents which were marked during the proceeding and attached hereto.)

1 The following proceedings began at 10:26 a.m.:

2 THE STENOGRAPHER: Please raise your right
3 hand.

4 Do you swear or affirm that you will
5 interpret English into Spanish and Spanish into
6 English to the best of your ability?

7 THE INTERPRETER: I do, Carlos Rivera,
8 Certified Spanish Interpreter.

9 Thereupon:

10 CARLOS RIVERA NAVAS
11 was sworn to truly and correctly interpret English
12 into Spanish and Spanish into English:

13 THE STENOGRAPHER: Please have the
14 deponent raise their right hand.

15 Do you swear or affirm that the testimony
16 you are about to give is true and accurate to
17 the best of your ability?

18 THE WITNESS (through Interpreter): Yes, I
19 swear.

20 THE STENOGRAPHER: Thank you.
21
22
23
24
25

1 Thereupon:

2 KARINA MONASTERIO

3 having been first duly sworn, was examined and
4 testified as follows:

5
6 DIRECT EXAMINATION

7 BY MR. DAHL:

8 Q. Good morning.

9 A. Good morning.

10 Q. My name is Patrick Dahl, and I'll be
11 taking your deposition this morning.

12 A. Okay.

13 Q. My first question I hope will be my
14 easiest: Have you ever given a deposition before?

15 A. No.

16 Q. Since this is your first time, I'd like to
17 go through some ground rules so this can go smoothly
18 and efficiently.

19 The first ground rule is because we have
20 an interpreter translating everything from English
21 to Spanish and back, please make sure to let me
22 finish my question and the interpreter translating
23 it before you answer.

24 A. Okay.

25 Q. The second rule is if you do not

1 understand a question, please let me know.

2 A. Okay.

3 Q. If you answer a question, I'm going to
4 assume that you understood it. Is that fair?

5 A. Okay.

6 Q. Continuing on, it's very important,
7 because of the way that we are doing this through an
8 interpreter, with everybody remotely, that your
9 responses are out loud and in words as opposed to a
10 nod of your head or a shrug of your shoulders.

11 A. Okay.

12 Q. So if throughout this deposition I say "is
13 that a yes," "is that a no," I'm not trying to be
14 unnecessarily repetitive, I just want to make sure
15 we get a good written record.

16 A. Okay.

17 Q. If at any time during this deposition you
18 need to take a break, please let me know.

19 A. Okay.

20 Q. The one thing I would ask, however, is
21 that if there's a question pending, please answer
22 the question, and then we'll go on and take a break.

23 A. Okay.

24 Q. Throughout the -- we're going to be
25 talking about many things today. I'm going to, to

1 the best of my ability, try to give you an idea of
2 the general topic areas so we're not getting
3 confused. And so for the first example, I want to
4 talk about what you did to prepare for your
5 deposition today.

6 What, if anything, did you do to prepare
7 for your deposition today?

8 MR. BASNUEVO: I'm just going to give the
9 witness an instruction not to disclose any
10 conversations she had with her counsel.

11 A. I spoke to the attorney.

12 BY MR. DAHL:

13 Q. Besides speaking with your attorney, did
14 you speak with anyone else in preparation for your
15 deposition?

16 A. No.

17 Q. When did you have your -- and -- strike
18 that.

19 When did this conversation with your
20 attorney occur?

21 A. On Friday.

22 Q. And how long did that conversation last?

23 A. I don't recall exactly.

24 Q. I understand that you don't recall the
25 exact time, but I do think I'm entitled to your best

1 estimate. Was it more or less than an hour?

2 THE INTERPRETER: May the interpreter have
3 clarification on the amount of time that
4 counsel gave? Apologies.

5 MR. DAHL: One hour.

6 A. Like an hour.

7 BY MR. DAHL:

8 Q. During that conversation, was there anyone
9 else present besides you and your attorney?

10 A. No.

11 Q. Have you, in preparation for your
12 deposition, reviewed any documents?

13 A. No.

14 Q. Have you, in preparation for your
15 deposition, gone back through any of the websites or
16 applications that were accessed in reference and in
17 connection with this case?

18 A. No.

19 Q. Where are you currently for purposes of
20 giving this deposition?

21 A. At the attorney's office.

22 Q. Is the attorney in the same room with you?

23 A. Yes.

24 Q. Is there anyone else present in the room
25 with you and the attorney?

1 A. No.

2 MR. BASNUEVO: Here's a 360 view, Pat.

3 MR. DAHL: Very fancy office,
4 Mr. Basnuevo.

5 MR. BASNUEVO: Thanks. It's my one chance
6 to show it off, you know?

7 MR. DAHL: You have many leather-bound
8 books and your office smells of rich mahogany.

9 MR. BASNUEVO: 60 percent of the time it
10 works 100 percent of the time.

11 BY MR. DAHL:

12 Q. Okay. Back. Ms. Monasterio, I'm going to
13 change gears now from kind of the preparation for
14 the deposition to kind of talking about your
15 background.

16 What is your current address?

17 THE INTERPRETER: The interpreter needs a
18 clarification as there was a glitch and the
19 interpreter wasn't able to make out some of it.

20 A. 6135 Pierce Street, Hollywood, Florida
21 33024.

22 BY MR. DAHL:

23 Q. And do you live at that address with
24 anyone?

25 A. Yes.

1 Q. Who do you live at that address with?

2 A. With my daughter.

3 Q. What is your daughter's name?

4 A. Angelica Rivero -- Angelica Rivero

5 Monasterio.

6 Q. And how old is Angelica?

7 A. Fourteen.

8 Q. Since May of 2022, has anyone else lived
9 with you?

10 A. No.

11 Q. Are you currently married?

12 A. Yes.

13 Q. Who are you married to?

14 A. With Wilfredo Colon.

15 Q. Where is -- where does Mr. Colon live?

16 A. Orlando.

17 Q. Are you and Mr. Colon in the process of
18 separating or divorcing?

19 A. No.

20 Q. Where does Mr. Colon live separate from
21 you in Orlando with you -- separate from
22 you -- strike that.

23 Why does Mr. Colon live separate from you
24 and your daughter in Hollywood?

25 A. Because we're separated.

1 Q. How long have you and your husband been
2 separated?

3 A. Like, over -- over a year.

4 Q. Had you and your husband already separated
5 when your May 2022 accident occurred?

6 A. Yes.

7 Q. Is your marriage to Mr. Colon your first
8 marriage?

9 A. No.

10 Q. Is Mr. Colon Angelica's father?

11 A. No.

12 Q. Who is Angelica's father?

13 A. Darwin Rivero.

14 Q. Were you ever married to Darwin Rivero?

15 A. No.

16 Q. How many times have you been married prior
17 to marrying Mr. Colon?

18 A. Can you repeat the question, please?

19 Q. How many times have you been married
20 before marrying Mr. Colon?

21 A. Once.

22 Q. Who were you married to previously?

23 A. With Romer Ipolito.

24 Q. Where were you and Mr. Ipolito married?

25 A. San Antonio, Texas.

1 Q. And where were you and -- how did your
2 marriage with Mr. Ipolito end?

3 A. We got divorced.

4 Q. Where were the proceedings for that
5 divorce? Were they in Texas or in Florida?

6 A. In Texas.

7 Q. Were those divorce proceedings also in the
8 San Antonio, Texas area?

9 A. Yes.

10 Q. Is your date of birth September 6th, 1988?

11 THE INTERPRETER: Counsel, the interpreter
12 may have repetition on the question?

13 BY MR. DAHL:

14 Q. Is your date of birth September 6th, 1988?

15 A. Yes.

16 Q. From the information --

17 MR. DAHL: I'm going to mark -- this can
18 be -- I'm going to mark on my screen what we're
19 going to have Plaintiff's Exhibit No. 1. These
20 are plaintiff's answers to interrogatories.

21 (Marked for identification as Plaintiff
22 Exhibit 1.)

23 BY MR. DAHL:

24 Q. It is 11 pages, and it has what appears to
25 be your signature on the 11th page.

1 A. Yes.

2 Q. My first question for you regarding
3 Exhibit No. 1: Is that your signature on page 11?

4 A. Yes, it is mine.

5 Q. All of these questions that you are
6 certifying are written and answered in English,
7 correct?

8 A. Yes.

9 Q. When you answered these questions, were
10 you answering -- were the questions translated for
11 you, or were you able to read them in English and
12 answer them in English?

13 A. The attorney helped me with all of that.

14 Q. I understand. And I don't want to get
15 specifically into what your attorney -- information
16 was provided or not. My concern and question just
17 is only the mechanics of how it went from -- whether
18 or not you answered it in English or you answered
19 the questions in Spanish.

20 A. The attorney wrote it down in English, and
21 he told me everything in Spanish.

22 Q. And that kind of goes to the question that
23 I'm getting at, is this: We have an interpreter
24 here because -- to make you comfortable in your
25 native tongue. But I want to get an idea concerning

1 your comfort level with English.

2 A. I don't speak English.

3 Q. All right. Do you read English?

4 A. Little. A little.

5 Q. When you say a little, how would you
6 personally characterize your level of -- your
7 ability to read English?

8 A. I try to relate the words to each other,
9 one to the other.

10 Q. If you have, for example -- or let me ask
11 you this question: With respect to the house -- or
12 with respect to your home in Hollywood, is that a
13 house or an apartment?

14 A. It's a house.

15 Q. Did you rent it or did you buy it?

16 A. I bought it.

17 Q. When you bought it, you had to sign all
18 the legal documents when you went through to
19 purchase the house, correct?

20 A. Yes.

21 Q. Were you able to read all those
22 documents -- or strike that.

23 Were all those documents in English when
24 you bought the house?

25 A. The realtor and the lender also were

1 helping. They helped me out. They were helping me
2 with that.

3 Q. But my question is: Were all those
4 documents -- regardless of who was helping you, were
5 all those documents in English or in Spanish?

6 A. They were in English.

7 Q. Were you able to read all of those
8 documents that you had to sign in connection with
9 buying your house, and understand them, or did you
10 rely upon the real estate agent and the broker?

11 A. They translated it for me.

12 Q. Do you require assistance with people
13 translating documents like that so you can
14 understand them from English to Spanish?

15 A. Basically, yes.

16 Q. Switching gears somewhat, this house that
17 you were in -- we'll talk about some other things
18 some more later -- but with respect to this house,
19 how long have you lived there?

20 A. I moved in -- I moved in in January of
21 2022, which is when I bought it.

22 Q. And prior to that -- or strike that. Let
23 me ask you this question.

24 Were you still with your husband when you
25 bought the house?

1 A. We were separated, but we were in -- we
2 were in the process.

3 Q. Understood.

4 Prior to living in the current house, from
5 the records I have, it appears that the entirety of
6 your time living in the United States was all in
7 Texas; is that correct?

8 A. Yes.

9 Q. And it looks like you moved to Florida in
10 2022; is that correct?

11 A. Yes.

12 Q. Why did you move from Texas to Florida in
13 2022?

14 A. Well, because I wanted a change from the
15 state, I wanted to move. I don't have family in
16 Texas, and so I wanted a change. I don't have any
17 family here either, but I have friends and
18 acquaintances, something I didn't have in Texas.

19 Q. And it shows from the answers to
20 interrogatories that I have that you were living in
21 Texas from February 5th, 2016, through August 13th,
22 2020 -- or strike that.

23 The first date that I have, and I'll show
24 you Exhibit No. 1, of you living in Texas appears to
25 be February 5, 2016. Have I represented that

1 accurately?

2 A. February 5th?

3 Q. Six, sorry. It's up on the screen.

4 A. I'm sorry, what? Oh, 20 -- I arrived
5 to -- I'm sorry, could you repeat the question,
6 please? I don't think I'm hearing it right.

7 Q. Certainly.

8 The interrogatories that I have suggest
9 that you lived in Texas beginning on February 5th,
10 2016.

11 A. I started living in -- it says February.
12 I started living in Texas -- when I moved to the
13 United States, I went to Texas. That's where I went
14 to live first, when I went to the United States.

15 Q. So let's ask it this way: When did you
16 move to the United States?

17 A. I arrived on January 20th of 2016.

18 Q. And where did you arrive from?

19 A. From Venezuela.

20 Q. What is your current residency status in
21 the United States?

22 A. I have the TPS, as well as asylum. So a
23 TPS.

24 Q. If I'm doing -- even though I said there'd
25 be no math, I'm doing the math now. You immigrated

1 to the United States from Venezuela when you were 27
2 years old?

3 A. Yes, I was -- yes, I was 27 years old.

4 Q. I'm just trying to put timing things
5 together. Was Angelica born in the United States or
6 was she born in Venezuela?

7 A. In Venezuela.

8 Q. What is your highest level of education?

9 A. I started to be a flight attendant.

10 Q. Was that starting to be a flight attendant
11 in Venezuela or once you came to the United States?

12 A. In Venezuela.

13 Q. Aside from your training to become a
14 flight attendant in Venezuela, do you have any
15 formal -- what is your highest level of formal
16 education, for example, high school, university,
17 things like that?

18 A. I studied accounting at the University
19 of Venezuela in Carabobo. I started -- I studied
20 accounting at UC, the University of Carabobo, in
21 Venezuela.

22 Q. Did you graduate?

23 A. No.

24 Q. How many years did you spend studying
25 accounting at U of C?

1 A. Like four and a half years. I almost
2 finished my career -- my education there, my degree,
3 but I didn't.

4 Q. Why didn't you finish your degree?

5 A. Because there were a lot of strikes and
6 disturbances, political strikes in Venezuela, and
7 those always delayed the education.

8 Q. Putting aside formal education, do you
9 have any formal additional continuing education
10 since you immigrated to the United States?

11 A. No.

12 Q. You currently have a Texas driver's
13 license, correct?

14 A. Yes.

15 Q. Do you have any other professional
16 licenses issued by any other governments?

17 A. No.

18 Q. Do you have any training in any area of
19 medicine such as nursing, doctor, EMT, anything like
20 that?

21 A. No.

22 Q. You're not a licensed insurance adjuster
23 by any chance, are you?

24 A. No.

25 Q. Have you ever been a party to -- you were

1 a party to at least one legal proceeding previously,
2 that would be at a minimum your divorce proceeding
3 in Texas, correct?

4 A. A divorce.

5 Q. Aside from your divorce, have you ever
6 been involved in any other court or judicial
7 proceedings, whether it be in the United States, in
8 Texas or Florida, or in Venezuela?

9 A. No.

10 Q. Okay. I'm going to show you what was
11 previously marked as Exhibit No. 2 [sic]. And
12 specifically, interrogatory No. 22 asks the
13 following: Please state if you have ever been a
14 party, either a plaintiff or a defendant in a
15 lawsuit, other than the present matter, and if so,
16 state whether you were plaintiff or defendant.

17 MR. DAHL: You know what? It's easier for
18 me to do this. Let me strike that question and
19 I'll do it the easy way.

20 With the parties' stipulations, can I just
21 have the interpreter read and interpret No. 22
22 for the witness rather than me do it and have
23 to try to hope I get it right for the
24 interpreter?

25 MR. BASNUEVO: Sure. But is there a

1 question? Are you asking her, you know, is
2 this correct? I think --

3 MR. DAHL: I'm going to go through it.
4 Because she identified the Israel thing and she
5 didn't identify it there in her answer, and I
6 want to make sure that she understood the
7 question and is answering them.

8 MR. BASNUEVO: That's fine.

9 MS. ADAMS: No objection.

10 MR. DAHL: So, Mr. Interpreter, can you
11 just -- the question is for you to read 22 and
12 then ask her have I read that accurate -- do
13 you understand that question. That's all I
14 want to know.

15 THE INTERPRETER: Okay.

16 A. I haven't been, no.

17 BY MR. DAHL:

18 Q. You haven't been.

19 Then, ma'am, if you haven't been, why, in
20 your answer to 22, did you say: Yes, Karina
21 Monasterio versus Michael Israel, case
22 No. CACE22-009088 filed in July 2022 in circuit
23 court for Broward County, Florida?

24 A. Yes, yes. Yes, I'm sorry. Yes. That is
25 true. Yes. Yes. But that was last year. I'm

1 sorry. Yes. I didn't understand.

2 Q. Okay. Now that you actually understand,
3 aside from your divorce, which wasn't identified in
4 the answers to interrogatories, and the lawsuit that
5 you filed less than a year ago that you forgot about
6 in the intervening minutes, are there any other
7 judicial proceedings you've been involved in, in
8 your life?

9 MR. BASNUEVO: Objection and move to
10 strike counsel's colloquy.

11 MR. DAHL: That's fine. I'd move to
12 strike the nonanswer earlier. But we got to
13 both move on.

14 A. The Uber driver. But I don't know if that
15 is -- counts as a lawsuit. I don't know because
16 they -- you know, they sent it to my house. But,
17 you know, that issue is something -- I mean, it's in
18 the past. And so I don't know if that arises to
19 that. I don't know if that's what that means.

20 BY MR. DAHL:

21 Q. In connection with -- for example, have
22 you ever -- have you ever sued aside from the
23 Uber -- aside from the driver?

24 A. No.

25 Q. Have you ever been sued by anyone?

1 A. No.

2 Q. Have you ever been involved in any
3 bankruptcy proceedings?

4 A. No.

5 Q. Have you ever been involved in any
6 eviction or foreclosure proceeding?

7 A. No.

8 Q. Just continuing by way of just background,
9 do you currently own a car?

10 A. Yes.

11 Q. What type of car do you own?

12 A. It's an Equinox. An Equinox.

13 Q. How long have you owned that car?

14 A. Less than a year.

15 MR. BASNUEVO: I'm sorry, Mr. Interpreter.
16 I object to the interpretation of that. That's
17 not accurate.

18 THE INTERPRETER: Of which -- if the
19 interpreter may have a repetition on the
20 question or on the answer.

21 A. I have a car. I have an Equinox.

22 BY MR. DAHL:

23 Q. How long have you had the Equinox?

24 A. Less than a month.

25 MR. BASNUEVO: Right. That was my

1 objection. I think you said --

2 THE INTERPRETER: The interpreter stands
3 corrected. The interpreter stands corrected.

4 MR. DAHL: Don't worry. Between
5 everybody, if we're trying to fix it to get it
6 right, we're all fine about it. I didn't think
7 Javier was going --

8 MR. BASNUEVO: No, and I just want to say,
9 Mr. Interpreter, you've been doing an excellent
10 job. Excellent job.

11 MR. DAHL: Nobody cares about your
12 opinion, Mr. Basnuevo. And if you think
13 that -- yes, that's intentionally
14 tongue-in-cheek.

15 BY MR. DAHL:

16 Q. When you say you've owned the Equinox for
17 less than a year --

18 MR. BASNUEVO: Month.

19 MR. DAHL: Now I'm doing it. Less than a
20 month.

21 Drag it out, shoot it like Old Yeller, and
22 let's start over.

23 BY MR. DAHL:

24 Q. When you say you've owned the Equinox for
25 less than a month, where did you purchase the

1 Equinox from?

2 A. I bought it from some friends who own a
3 dealership.

4 Q. Did you have to make any modifications or
5 adjustments to the Equinox in order to operate it?

6 A. No, not yet. They haven't even delivered
7 it yet.

8 Q. Are you having them make any changes or
9 modifications to the vehicle?

10 A. They're painting it currently.

11 Q. Aside from painting it, are you having any
12 other modifications, changes, or alterations made to
13 the Chevy Equinox that you purchased less than a
14 month ago?

15 A. I haven't done anything to it yet.

16 Q. When you say yet, are you planning on
17 doing anything to it?

18 A. I want to have it first in order to then
19 get my -- the license for people with -- that have a
20 handicap. That have handicap.

21 Q. You purchased the car; when you purchased
22 it, did you take it for a test drive?

23 A. No, I can't.

24 Q. Did you buy this car new or used?

25 A. Used.

1 THE STENOGRAPHER: I think we lost
2 Ms. Adams.

3 MR. DAHL: Is it really a loss?

4 THE STENOGRAPHER: There she is.

5 MR. BASNUEVO: It is a huge loss to the
6 community.

7 MS. ADAMS: Okay. I'm back.

8 MR. DAHL: So you know what you missed,
9 they observed that you were lost and I
10 admittedly questioned whether or not that was a
11 loss. I am bold enough to say it both to your
12 face and potentially on the record.

13 MS. ADAMS: And I'm glad that the nicer
14 entities recognized that it would be a loss.
15 Thank you, Javier. I'm going to disregard Pat.
16 I caught that as I was coming back.

17 MR. DAHL: Fair enough.

18 Ms. Court Reporter and Interpreter, can we
19 please repeat the last question and answer that
20 I think Ms. Jones Adams missed?

21 (Requested portion read back.)

22 BY MR. DAHL:

23 Q. And with respect to this purchase, what
24 was the name of the dealer that you purchased this
25 car from?

1 A. I don't know. I have to look for it.
2 Again, it's -- it's a friend's dealership, so it
3 belongs to some friends. I'm not -- I don't know
4 the name.

5 Q. What's the name of your friends whose
6 dealership it is?

7 A. Flavio Guyagos.

8 Q. From the time of your May accident up
9 until your purchase a month ago, did you own a car?

10 A. Yes.

11 Q. What type of car did you own?

12 A. Before the accident? I'm sorry. Can you
13 repeat the question, please? I'm sorry.

14 Q. Certainly. Let's just ask it: Before the
15 accident, did you own a car?

16 A. Yes.

17 Q. What type of car did you own right before
18 the accident?

19 A. A Honda Acura Sport.

20 MR. BASNUEVO: No, I'm sorry.

21 Mr. Interpreter, clarification. Accord, not
22 Acura.

23 A. A Honda Accord Sport.

24 BY MR. DAHL:

25 Q. Okay. Did you have insurance on your

1 Honda Accord Sport?

2 A. Yes.

3 Q. Is that the same insurance that you got --
4 that you had placed on the Chevy Equinox?

5 A. I haven't insured the Equinox yet.

6 Q. But my understanding, when you have to buy
7 a car -- in order to buy a car, you have to give
8 them proof of insurance. Do you understand that?

9 A. I bought it from the dealership, but they
10 have to paint it first and get it ready to be able
11 to deliver it to me, to be able to pass it and
12 transfer it over to me from the dealership in order
13 to be able to get it registered and tags and all of
14 that process, to get it in my name. That process
15 still hasn't taken place.

16 Q. Now I understand.

17 Now, with respect to the insurance that
18 you had on the Honda Accord, what insurance company
19 insured your Honda Accord?

20 A. Oh, let's see. I have to look at the
21 insurance here on my -- on my phone here.

22 MR. BASNUEVO: No, no, no.

23 A. I don't remember the name of the company.
24 I have it here on my phone, but -- but I have it --
25 but I have it here. I don't -- but I have it here.

1 I have to look it up.

2 MR. DAHL: Why don't we do this --

3 MR. BASNUEVO: On the next break, I'll
4 have to look it up. I just don't want her
5 looking through the phone.

6 MR. DAHL: Thank you, Javier. I
7 appreciate it. Why don't we take a break right
8 now. Go off for ten minutes. She can look.
9 We can use the bathroom.

10 I don't like going much more than an hour
11 without taking a break. I think that's cruel
12 and unusual punishment. We've been going about
13 an hour.

14 MR. BASNUEVO: I appreciate it.

15 THE STENOGRAPHER: Okay. Back at, like,
16 11:32?

17 MR. DAHL: Yep.

18 MS. ADAMS: Perfect, thanks.

19 (Off the record from 11:22 a.m. to 11:38
20 a.m.)

21 BY MR. DAHL:

22 Q. All right. Ms. Monasterio, before we
23 broke, you were going to go look and identify who
24 your insurance carrier was for your Honda Accord.

25 Were you able to do that during the break?

1 A. Yes.

2 Q. What was the name of your insurance
3 carrier for your Honda Accord?

4 A. Infinity.

5 Q. What type of insurance did you have
6 through Infinity for your Honda Accord?

7 A. Full coverage.

8 Q. When you say full coverage, what did that
9 include?

10 A. Damage to third parties, as well as to my
11 own vehicle.

12 Q. What was the limit of liability for damage
13 to third parties that you carried?

14 A. No, I don't remember.

15 Q. Did you have uninsured or underinsured
16 motorist coverage in your policy under Infinity?

17 A. No. No.

18 Q. Aside from the Honda Accord, prior to the
19 Honda Accord, did you have any other vehicles since
20 you've lived in the United States?

21 A. Yes.

22 Q. How many other cars have you owned since
23 you've lived in the United States?

24 A. Two.

25 Q. Have they all been insured with Infinity?

1 A. No.

2 Q. When you say that you've had two, was it
3 two prior to the Accord or two including the Accord?

4 A. Before.

5 Q. Two before.

6 With respect -- did you carry insurance on
7 both of those cars?

8 A. Yes.

9 Q. When you carried insurance on those cars,
10 did you ever previous -- on either of those -- for
11 those two cars, for either of them, did you ever
12 have uninsured or underinsured coverage for either
13 of those vehicles?

14 A. I don't know, it's insurance for
15 everything. I don't know.

16 Q. Do you know what uninsured/underinsured
17 motorist coverage even is?

18 A. Yes.

19 Q. What is it?

20 A. I'm sorry, can you repeat the question?

21 Q. Sure.

22 What is uninsured/underinsured motorist
23 coverage?

24 A. That's coverage for third parties, if
25 there's any, you know, damages, as well as taking

1 care -- you know, covering your own vehicle. For
2 instance, if they have any injuries, if they have to
3 go to the doctor or something.

4 Q. That's liability coverage; you understand
5 that's different than uninsured/underinsured
6 coverage, you understand the difference, correct?

7 MR. BASNUEVO: Object to the form of the
8 question.

9 BY MR. DAHL:

10 Q. You can answer, ma'am.

11 A. I don't understand, I guess. I guess I
12 just don't understand.

13 MR. BASNUEVO: Yeah, let me explain to her
14 what happens when I object to the form of the
15 question, just so that she knows.

16 BY MR. DAHL:

17 Q. Can we go back to make sure there's no
18 misunderstandings?

19 As you sit here, you cannot tell me what
20 the difference is between liability coverage and
21 uninsured/underinsured motorist coverage, correct?

22 MR. BASNUEVO: Form.

23 A. No.

24 BY MR. DAHL:

25 Q. Then what's the difference between

1 liability coverage -- strike that.

2 If I am incorrect and I misunderstood,
3 then, ma'am, explain for me what is the difference
4 between liability coverage and
5 uninsured/underinsured motorist coverage.

6 A. For low-income people it's to cover their
7 costs. It's to cover, you know, whatever costs they
8 incur. You know, to cover their medical costs or to
9 be able to help them because of anything that they
10 suffered. Because of an accident, to cover all
11 those things for them.

12 Q. So according to you,
13 uninsured/underinsured motorist coverage, the
14 difference is it's only available to low-income
15 people?

16 MR. BASNUEVO: Form.

17 A. No.

18 BY MR. DAHL:

19 Q. How is the insurance you just described
20 different from mandatory no-fault PIP coverage?

21 MR. BASNUEVO: Form.

22 BY MR. DAHL:

23 Q. You can answer.

24 A. The insurance is to cover the person -- to
25 cover you and to cover even if the other person

1 doesn't have insurance. The insurance is there to
2 cover to -- because it's your responsibility. It's
3 by law that you have to have insurance. So it's --
4 you know, that insurance is there to cover you, even
5 if the other person doesn't have insurance.

6 Q. So according to you, the law requires you
7 to carry uninsured/underinsured motorist coverage,
8 then, ma'am, why didn't you have it on your Accord
9 like you answered several moments ago?

10 MR. BASNUEVO: Form.

11 A. I had full coverage.

12 BY MR. DAHL:

13 Q. But, ma'am, I asked you specifically
14 whether or not you had -- and your understanding, I
15 specifically asked you -- trying to remember the
16 question and answer.

17 You say you had full coverage. But as you
18 sit here today, can you tell me whether or not you
19 had uninsured/underinsured motorist coverage for
20 your Accord?

21 A. Well, there was the -- the insurance for
22 the Uber, as well as the insurance for my vehicle.

23 Q. I'm just talking about your policy with
24 Infinity.

25 Did you or did you not have

1 underinsured/uninsured motorist coverage on your
2 2020 Honda Accord?

3 A. No.

4 Q. But, ma'am, I thought you said you had to
5 have that coverage earlier. So my question for you
6 is: Ma'am, if you had to have it, why didn't you
7 get it?

8 MR. BASNUEVO: Form.

9 BY MR. DAHL:

10 Q. You can answer.

11 A. I don't understand, I guess.

12 Q. Okay. Ma'am, let's switch gears.

13 When you moved to Florida -- or strike
14 that.

15 Are you currently employed?

16 A. No.

17 Q. When was the last time -- have you been
18 employed since you moved to Florida?

19 A. Yes.

20 Q. When you've been in Florida, where have
21 you worked?

22 A. In Amazon and Uber.

23 Q. For how long had you been working at
24 Amazon?

25 A. Five years.

1 Q. Were you working at Amazon in Texas before
2 you emigrated to Florida?

3 A. Yes.

4 MR. BASNUEVO: Emigrated to Florida?

5 We're not a different country, Pat.

6 MR. DAHL: It is, we are a strange land.

7 BY MR. DAHL:

8 Q. Now, with respect to the work you were
9 doing in Amazon, what was your job position or
10 title?

11 A. I worked packing. Yes.

12 Q. Were you working packing -- was that the
13 same position you held back when you were in Texas
14 once you moved to Florida?

15 A. Yes.

16 Q. Were you always making \$17.75 an hour
17 while you were working at Amazon?

18 A. No.

19 Q. When did your salary most recently change?

20 A. I don't remember the exact date.

21 Q. I'm going to show you what's previously
22 been marked as deposition Exhibit No. 1 just
23 because -- or strike that.

24 When's the last day you worked at Amazon?

25 A. I worked in March, but I don't remember

1 the date. It was March.

2 Q. March of 2022 or March of 2023?

3 A. Of 2022.

4 Q. So you haven't worked --

5 A. No, no, no, no, no, it was in -- in April.

6 It was in -- in -- it was before having the
7 accident. I believe it was April.

8 Q. When you were working at Amazon, did you
9 have a set schedule or shift that you would work?

10 A. No.

11 Q. How many days a week were you working at
12 Amazon?

13 A. It varied.

14 Q. Was this a full-time position or a
15 part-time position?

16 A. Part-time.

17 Q. When you moved to Florida, were you only
18 working at Amazon in the Opa Locka location?

19 A. Yes.

20 Q. In packing, what specifically were you
21 required to do? What were your physical job duties
22 and responsibilities in packing at Amazon once you
23 moved to Florida?

24 A. It's just that the job is -- varies and
25 changes a lot. So we're always doing different

1 things.

2 Q. Well, it's packing, how did it vary --
3 like, what would you -- is there -- you're in
4 packing for Amazon. What specifically would you do
5 when you would have an actual shift there?

6 A. Well, I mean, there was many things.
7 That's the thing is that we were in packing, yes.
8 But, I mean, we'd pack, we'd do some packing. They
9 would also have us doing troubleshooting. They
10 would have us in the trucks.

11 So, I mean, it's just that we worked at
12 the location there, and there's many different
13 departments, and they would have us cover many
14 different things.

15 Q. Okay. What departments would you be
16 involved in covering?

17 A. They were always on the trucks, that all
18 of the -- that all of the pack -- that all of the
19 packages go -- go to.

20 Q. Would you be responsible for physically
21 loading the trucks with the packages?

22 A. Yes.

23 Q. Would you have responsibility for -- were
24 there any physical requirements for your job to work
25 in Amazon?

1 A. Well, we're talking about just -- it was a
2 lot of just pure physical activity.

3 Q. For example, were there any requirements
4 that you lift -- in order to do the job, was there a
5 requirement at Amazon that you be able to lift more
6 than 50 pounds?

7 A. Yes. Yes, I mean, I don't remember the
8 exact number of pounds, but it was 30 -- 30,
9 45 pounds. I don't remember the exact amount.

10 Q. With respect to after the accident, have
11 you ever gone back and requested a different job or
12 accommodation with Amazon?

13 A. I'm sorry. Can you repeat the question,
14 please? I didn't really hear it all that clearly.

15 Q. Certainly.

16 Since you went back -- or strike that.

17 After your accident, have you ever gone
18 back to Amazon and ask that they make any
19 accommodation for your present condition?

20 A. No.

21 Q. Why not?

22 A. Because at the current -- present time I'm
23 not in any condition to -- to go to any particular
24 job.

25 Q. Have any of your current physicians said

1 that you are completely and totally unemployable in
2 any capacity?

3 THE INTERPRETER: Counsel, can interpreter
4 have repetition of the question?

5 MR. DAHL: Certainly.

6 BY MR. DAHL:

7 Q. Have any of your healthcare providers told
8 you that you're unemployable in any capacity?

9 A. No.

10 Q. Then if none of your doctors have said
11 that, why is it that you haven't gone back and asked
12 whether Amazon could hire you or employ you with
13 accommodations for your physical condition?

14 MR. BASNUEVO: Form.

15 A. Because I can't sit for long periods of
16 time or lay down for long periods of time. My body
17 is still in the process of adapting to my certain --
18 my new condition.

19 And I cannot, therefore, work in any form
20 where I have to be in a position -- in a particular
21 position for any long periods of time because I
22 can't sit for any long periods of time or lay down
23 for any long periods of time.

24 BY MR. DAHL:

25 Q. Have any of your doctors placed

1 restrictions on your ability to sit for any
2 particular period of time?

3 A. No.

4 Q. Have any of your doctors placed any
5 limitations on your ability to lay down for any
6 particular periods of time?

7 A. No.

8 Q. You didn't attend medical school, correct,
9 ma'am?

10 A. No.

11 Q. You're not a healthcare provider
12 specialized in the treatment of people with any
13 level of spinal injury, correct?

14 A. No.

15 Q. So then basically you just made the choice
16 based upon your decision-making, regardless of what
17 any of the other healthcare providers said, you made
18 the determination that you couldn't do certain
19 things, correct?

20 MR. BASNUEVO: Object to form.

21 A. The problem isn't that I made a choice to
22 do any such thing. I mean, the issue is that I
23 can't lay down or sit down for long periods of time
24 because my body won't permit me to do so. It's not
25 a choice. This is not an option I'm taking. My

1 body just won't allow me to do it.

2 BY MR. DAHL:

3 Q. Ma'am --

4 MR. BASNUEVO: Hold on. Hold on, Pat.

5 I'm sorry. She was continuing with her answer
6 and I need you to let her get everything she
7 wants to get out.

8 BY MR. DAHL:

9 Q. Go ahead and finish your answer, ma'am.

10 A. Well, as a matter of fact, in order to
11 come to this office to do this, I had to bring an
12 airbag to be able to help me. Because if I sit for
13 long periods of time, my ankles swell and they hurt.
14 They hurt terribly. At home, I don't sit for more
15 than two hours or three hours at a time because I
16 can't.

17 I did not study medicine. How -- I did
18 not go to medical school. However, my body's the
19 one that's telling me and will not allow me to do
20 certain things.

21 Q. So your body is telling you to do things
22 but your own doctors aren't placing those same
23 restrictions on you, right?

24 MR. BASNUEVO: Form.

25 A. It's that I don't spend my time at the

1 doctors. You know, I mean -- I think if I were to
2 ask, they would probably give me the restrictions.
3 But I don't spend my time with the doctor. You
4 know, I spend my time at home.

5 BY MR. DAHL:

6 Q. Aside from Amazon -- let's just go through
7 your answers to interrogatories.

8 Interrogatory No. 2, you were asked to
9 list the names, address, dates of employment, and
10 rates of pay regarding all your employers.

11 For Amazon, you said it was from
12 November 17th, 2017, to present, making 17.75 an
13 hour, correct?

14 A. Yes.

15 Q. But you answered these interrogatories,
16 and they were served on us in December of 2022,
17 right?

18 A. Yes.

19 Q. So when these answers came to us in
20 December of 2022, you hadn't worked at Amazon for
21 seven months, correct?

22 A. Yes.

23 Q. Why did you say that you were working for
24 Amazon from 2017 to the present when you hadn't been
25 working there for over six months when you answered

1 these interrogatories?

2 MR. BASNUEVO: Form.

3 A. Because with Amazon, I'm still employed.
4 They haven't fired me. So I'm still I guess -- I'm
5 still with the company.

6 BY MR. DAHL:

7 Q. Have you received any payment from Amazon
8 since May of 2022?

9 A. Yes. Well, they don't pay me, but I'm
10 still employed by them. I don't know if I'm
11 explaining myself.

12 Q. Do you have health insurance or any
13 benefits still through Amazon?

14 A. No.

15 Q. In addition, you listed Door Dash from
16 2018 to 2021 on Exhibit No. 2. Have I identified
17 that correctly?

18 A. Yes.

19 Q. What were you doing for Door Dash from
20 2018 to 2021?

21 A. I did deliveries, food deliveries.

22 Q. When you were doing food deliveries, was
23 that all -- did you do all of your food deliveries
24 through Door Dash while you were living in Texas?

25 A. Yes.

1 Q. When you were doing through doing Door
2 Dash while in Texas, did you ever inquire as to
3 whether Door Dash was providing you with any
4 insurance coverage while you were operating your
5 vehicle?

6 A. Yes.

7 Q. How much liability insurance did Door Dash
8 afford you while you were driving your car for Door
9 Dash between 2018 and 2021?

10 A. I don't recall at this point in time.

11 Q. How much uninsured motorist coverage did
12 Door Dash provide while you were driving in 2018 and
13 2021 in Texas?

14 A. I don't recall.

15 Q. Do you know whether or not Door Dash even
16 provided uninsured/under -- strike that.

17 Do you know whether, between 2018 and
18 2021, Door Dash even provided uninsured/underinsured
19 motorist coverage for drivers in Texas?

20 A. Yes.

21 Q. How do you know that, ma'am?

22 A. Via Internet.

23 Q. So you went on the Internet and
24 specifically identified and confirmed that Door Dash
25 carried uninsured/underinsured motorist coverage in

1 Texas for drivers between 2018 and 2021?

2 A. No, no.

3 Q. Well, then, ma'am, how, then, do you know
4 that Door Dash provided uninsured/underinsured
5 motorist coverage for drivers in Texas between 2018
6 through 2021?

7 A. Through acquaintances, friends.

8 Q. Okay. What friends or acquaintances told
9 you that Door Dash provided uninsured/underinsured
10 motorist coverage for drivers in Texas between 2018
11 and 2021?

12 A. Friends that I have in Texas. The same
13 people that tell you, you know, that -- that you can
14 do deliveries.

15 Q. Ma'am, maybe there was a disconnect.
16 What are their names?

17 A. Hello? Can you hear me? Well, these are
18 friends from work.

19 Q. That's fine. I want their names.

20 A. Okay. I mean, these -- these are friends,
21 but they are -- they're asking me for -- I mean, if
22 I tell you anything, I don't -- as far as names, I'd
23 be giving you nicknames, because they're my friends.

24 I remember one of them. His name is Jesus
25 Bracho. Jesus Bracho. And his -- and his wife.

1 They've been doing Door Dash for a long time.

2 Q. And they're the ones who told you that
3 Door Dash provided uninsured/underinsured motorist
4 coverage for drivers in Texas?

5 A. Yes.

6 Q. All right. They just didn't tell you how
7 much coverage was provided, correct?

8 A. No.

9 Q. That's not correct, they did tell you how
10 much coverage was available?

11 A. No.

12 Q. So which is it? They either told you the
13 amount or they didn't tell you the amount.

14 MR. BASNUEVO: Form.

15 A. They did not tell me the amount.

16 BY MR. DAHL:

17 Q. Did you ever learn what the amount of
18 coverage was for uninsured/underinsured motorist
19 coverage provided by Door Dash while you were
20 operating for it in Texas?

21 THE INTERPRETER: Counsel, I may need
22 repetition on the question.

23 MR. DAHL: Certainly.

24 BY MR. DAHL:

25 Q. Did you ever learn the amount of

1 uninsured/underinsured motorist coverage that Door
2 Dash procured while you were driving for it between
3 2018 and 2021 in Texas?

4 A. Can you repeat the question, please?

5 Q. Did you ever learn the amount of
6 uninsured/underinsured motorist coverage that Door
7 Dash had obtained for Texas drivers between 2018 and
8 2021?

9 A. No, I'm sorry. My daughter's writing to
10 me. I don't know what she's writing about.

11 MR. DAHL: You know, we've been going for
12 about another hour. Why don't we come back at
13 12:30.

14 MR. BASNUEVO: Can we take a 40-minute
15 break so that I can get something to eat?

16 MR. DAHL: Yeah, that's fine. Let's come
17 back at 1:00.

18 (Off the record from 12:21 p.m. to 1:10
19 p.m.)

20 (Mr. Rivera Navas exited the meeting.)

21 (Nohemy Kattan, Spanish interpreter,
22 entered the Zoom meeting.)

23 THE STENOGRAPHER: Ms. Kattan, please
24 raise your right hand.

25 Do you swear or affirm that you will

1 interpret English into Spanish and Spanish into
2 English to the best of your ability?

3 THE INTERPRETER: I do.

4 Thereupon:

5 NOHEMY KATTAN
6 was sworn to truly and correctly interpret English
7 into Spanish and Spanish into English:

8 MR. BASNUEVO: Ms. Kattan, before we
9 begin, are you court certified for federal
10 court?

11 THE INTERPRETER: No, I am in the process.
12 Because of the pandemic there was a backlog.
13 If you need a certified I can call a friend of
14 mine right away.

15 MR. BASNUEVO: Yes, please. I --

16 THE INTERPRETER: Yes. No problem. Let
17 me call her up. Okay. Thank you.

18 MR. BASNUEVO: Yeah, Pat, I'm sorry, but I
19 can't agree to an interpreter that's not
20 certified.

21 (Off the record from 1:11 p.m. to 1:27
22 p.m.)

23 (Mr. Rivera Novas rejoined the meeting and
24 Ms. Kattan exited the meeting.)

25 MR. DAHL: Back on the record.

1 THE STENOGRAPHER: Yes, sir.

2 BY MR. DAHL:

3 Q. Ms. Monasterio, before we broke, we were
4 talking about whether or not you even knew if Door
5 Dash provided with uninsured/underinsured motorist
6 coverage benefits while you were driving using that
7 application in Texas.

8 I'm now going to change gears because,
9 according to the interrogatory answers I have, you
10 also drove utilizing the Uber and Uber Eats app from
11 the period of 2020 through 2022 while you were in
12 Texas; is that correct?

13 A. Yes.

14 Q. How much UM/UIM coverage was provided
15 either by you, Uber, or Uber Eats, when you were
16 driving between 2020 and 2022 in Texas?

17 A. I don't recall how much the coverage was.

18 Q. Did you ever look at it?

19 A. Yes.

20 MR. BASNUEVO: Pat, I'm going to ask --
21 when you say "UM" or "UIM," that doesn't
22 translate into Spanish well, so I don't want to
23 make you say uninsured or underinsured, but so
24 it translates to Spanish.

25 MR. DAHL: Reasonable request. I'm going

1 to be guilty of it. Correct me if I screw it
2 up.

3 MR. BASNUEVO: I will.

4 MR. DAHL: I'm going to be guilty just
5 because of how I talk, but, no, feel free to
6 get me to do it the right way.

7 MR. BASNUEVO: Thanks.

8 BY MR. DAHL:

9 Q. Did the limits of uninsured/underinsured
10 coverage change from the period of 2020 through 2022
11 while you were operating using the Uber and
12 Uber Eats app in Texas?

13 A. I believe so.

14 Q. What did they change from to what amount?

15 A. I don't recall what the amounts were, but
16 it is my understanding that they did change based
17 on -- from state to state coverage for Texas is one
18 thing. Coverage for Florida's a different thing.
19 So according to what the policy says is that based
20 on the change from state to state.

21 Q. No, ma'am. I'm not talking about changing
22 from state to state. I'm talking solely while you
23 were working in Texas. What was the amount of
24 coverage -- or did the amount of coverage for
25 uninsured/underinsured motorists change at all just

1 while you were in Texas?

2 A. Well, I don't believe so.

3 Q. Okay. What was the amount -- or did you
4 have -- or strike that.

5 When you were making the decision to use,
6 whether it's the Uber, the Uber Eats, or the Door
7 Dash application in Texas, what was the amount of
8 uninsured/underinsured motorist coverage that you
9 needed in order for you to be comfortable driving
10 utilizing those apps?

11 MR. BASNUEVO: Form.

12 A. Well, to be honest with you, I don't
13 remember amounts. I just know that there was enough
14 coverage. There was ample coverage to be able to
15 feel comfortable driving for that type of company.

16 BY MR. DAHL:

17 Q. How did you know there was ample amount of
18 coverage if you can't tell me right now what any of
19 those coverage amounts were?

20 MR. BASNUEVO: Objection to the form of
21 the question. Argumentative.

22 MR. DAHL: You know what? I -- simply
23 because you don't like the question doesn't
24 make it argumentative.

25

1 BY MR. DAHL:

2 Q. Ma'am, you can answer that question.

3 MR. BASNUEVO: Note my objection.

4 A. Well, with Door Dash, like I said, I had
5 some friends that worked for them for years, and
6 they told me that it was definitely a company that
7 you can feel safe driving for.

8 And I don't remember amounts. I don't
9 remember amounts because I -- I don't remember the
10 amount that it -- that it was at the time. I just
11 don't. But I do remember that with them, you know,
12 they told me that it was something where there was
13 enough coverage to make you feel safe driving for
14 them should anything happen to you.

15 Now, with Uber, Uber's a much bigger
16 company than Door Dash. Uber is a much bigger
17 company, and therefore, I felt even safer with Uber
18 because a company that size and that well
19 established would have clearly have had better
20 coverage than a company like Door Dash. So
21 therefore, that's why I felt safer driving even with
22 them, and that's why I started working with them
23 even more than I was with Door Dash.

24 Because for a driver, it is important to
25 feel that you're being well protected by the company

1 that you're working for, and Uber is a much bigger
2 company than Door Dash and therefore would have
3 offered that much more protection for its drivers.
4 And I felt a lot safer doing so that way.

5 BY MR. DAHL:

6 Q. Okay.

7 MS. ADAMS: Move to strike as
8 nonresponsive.

9 BY MR. DAHL:

10 Q. Ma'am, when you started driving using the
11 Uber or Door Dash apps, did you ever look at what
12 the insurance amounts were that were available when
13 you started for either of the two entities in Texas?

14 THE INTERPRETER: Counsel, may the
15 interpreter have repetition on the question?
16 Apologies.

17 MR. DAHL: Certainly.

18 BY MR. DAHL:

19 Q. When you were driving using the Door Dash,
20 Uber, and Uber Eats apps in Texas, did you ever look
21 at what the amounts of any insurance coverage was?

22 MR. BASNUEVO: Form, compound question.

23 A. I did not with Door Dash, but with Uber
24 Eats, yes. I got -- I went into their app and
25 reviewed it.

1 BY MR. DAHL:

2 Q. All right. So you said with Uber Eats.
3 So then you did not with Uber, correct?

4 MR. BASNUEVO: Form.

5 A. Well, with Door Dash, I didn't. With Uber
6 Eats, yes. They're two different -- these are two
7 different companies. Door Dash I did not. Uber
8 Eats, I did. With Door Dash I did not because my
9 friends were the ones who told me.

10 BY MR. DAHL:

11 Q. But, ma'am, you're talking about three
12 different companies. Uber Eats is different from
13 Uber is different than Door Dash. Do you know that?

14 A. Oh, yes. Yes, yes. Yes, I do.

15 Q. So regardless of what you looked in with
16 Uber Eats, did you ever look and see what the
17 insurance limits -- when you were in Texas, driving
18 for multiple years, utilizing these apps, did you
19 ever look at what the insurance was available under
20 specifically Uber, not Uber Eats?

21 A. For Uber, no. Not for Uber, because what
22 I did there was Uber Eats. I -- so that all I was
23 paying attention was to Uber Eats. I didn't do Uber
24 while I was in Texas.

25 Q. Okay. Ma'am, I -- then there's a

1 fundamental disconnect here or you're a big
2 Britney Spears fan, and I don't understand which.

3 MR. BASNUEVO: You don't need to answer
4 that. It's not an actual question.

5 BY MR. DAHL:

6 Q. Because here we go, which is -- here are
7 the answers to interrogatories No. 2 again. And it
8 says, list the businesses, addresses, and dates of
9 employment and rates of pay for the last ten years,
10 and you identified both Uber and Uber Eats from 2020
11 to 2022, ma'am.

12 MR. BASNUEVO: You don't need to answer
13 that because there's no actual question
14 pending. Pat --

15 BY MR. DAHL:

16 Q. So, ma'am, the question is -- so the
17 question is -- or strike that. Let me ask you this
18 first.

19 When you signed your answers to
20 interrogatories, you understood that they were
21 supposed to be true, correct, accurate, and they
22 were made under oath, right, ma'am?

23 A. Yes.

24 Q. So, ma'am, which one should I believe when
25 your statements today are supposed to be under oath,

1 and your statements in your response to your answers
2 to interrogatories are supposed to be under oath,
3 and you're now saying you've never worked for Uber
4 in Texas but your sworn answers to interrogatories
5 say you were?

6 MR. BASNUEVO: Hold on a second.

7 I'm going to instruct the witness not to
8 answer that question. You're berating the
9 witness. That's not an accurate interpretation
10 of what this document says.

11 She says she works for Uber and Uber Eats
12 approximately from 2020 to 2022. It doesn't --
13 maybe it should have been clearer, but it
14 doesn't mislead and it's not incorrect.

15 MR. DAHL: Good luck with you with that --

16 MR. BASNUEVO: You --

17 MR. DAHL: You can't instruct a witness
18 not to answer a question when it's --

19 MR. BASNUEVO: I am letting you know --
20 Pat, I'm letting you know --

21 (Simultaneous colloquy.)

22 MR. DAHL: Good luck with that one.

23 MR. BASNUEVO: I'm letting you know I'll
24 move for a protective order if you continue
25 this kind of questioning.

1 MR. DAHL: Feel --

2 (Simultaneous colloquy.)

3 THE STENOGRAPHER: I'm sorry. Excuse me.

4 Excuse me. One at a time, please.

5 MS. ADAMS: -- what you wrote in the
6 interrogatories what she said --

7 MR. BASNUEVO: No, sir.

8 MR. DAHL: Good luck with that.

9 MR. BASNUEVO: No, sir, you're not.

10 MR. DAHL: Okay.

11 MR. BASNUEVO: No, sir, you're not.

12 If you want to rephrase the question,
13 maybe you can figure out a way to rephrase the
14 question. It's harassing to the witness. You
15 know that and I know that and the Court will
16 know that if you make me take it up with the
17 Court.

18 MR. DAHL: You know what? We're going to
19 get an answer to the question.

20 BY MR. DAHL:

21 Q. Ma'am, you said you were working for Uber
22 and Uber Eats, you aggregated them together,
23 indicating that you were working for both of those
24 entities for a two-year period of time beginning in
25 2020, correct?

1 MR. BASNUEVO: Form.

2 BY MR. DAHL:

3 Q. You can answer.

4 A. Yeah, but there's some confusion here
5 because Uber Eats, eats taking food, I did in Texas.
6 Uber as in passengers for Uber, I did that in Miami.
7 I only did that in Miami. I never did that in
8 Texas.

9 In Texas, all I ever did was Uber Eats.
10 So maybe I put it down wrong. I didn't -- I didn't
11 specify when I wrote the answer. But Uber Eats is
12 what I did in Texas. That's all I did in Texas.
13 Uber, regarding the passengers, actually taking
14 passengers, all I ever did that was in Miami in
15 Florida. I only did that in Florida.

16 Q. So despite your interrogatory answers made
17 under oath, you're now saying you did not work and
18 do anything with Uber until you moved to Florida?

19 MR. BASNUEVO: Object to the form of the
20 question.

21 A. Yes, that's correct.

22 BY MR. DAHL:

23 Q. But your answer under oath where you swore
24 to tell the truth said both Uber and Uber Eats from
25 2020 to 2022, correct?

1 MR. BASNUEVO: Form.

2 A. Well, and it's because I work for Uber and
3 Uber Eats during that period of time. I didn't
4 realize that I had to specify when I did which for
5 which one. Because they're the same company.

6 And so when I say that I worked for Uber
7 and Uber Eats, I worked for the company Uber for a
8 period of those two years. Just like if I worked
9 for Amazon and they have different departments, it's
10 still Amazon. Uber and Uber Eats are still Uber,
11 and so I worked for that company.

12 BY MR. DAHL:

13 Q. No, they're not.

14 A. I worked for that company for a period of
15 two years. I didn't realize I had to specify.

16 Q. You did, and they're different companies.

17 MR. BASNUEVO: Objection and move to
18 strike counsel's colloquy.

19 BY MR. DAHL:

20 Q. So, ma'am --

21 A. I didn't understand.

22 Q. Let's just go through.

23 What you were going through with respect
24 to your earning history, of all the places that you
25 have worked, let me ask you this question: Have you

1 filed taxes for the calendar year 2021?

2 A. Yes.

3 Q. How much money did you earn in 2021,
4 first?

5 A. I don't recall the exact amount because I
6 give everything to the accountant, but -- I don't
7 recall the exact amount, to be honest with you.

8 Q. Why haven't you produced your 2021 tax
9 return?

10 MR. BASNUEVO: Interpreter, it's 2021, not
11 2022.

12 THE INTERPRETER: The interpreter can
13 clarify.

14 A. I have the tax returns for 2021.

15 BY MR. DAHL:

16 Q. I know. You were asked to produce it, and
17 you haven't, so my question is: Why haven't you?

18 A. Oh, sorry. Then let me -- I guess I just
19 didn't give them to the attorney. I'm sorry, I must
20 have missed that. Apologies.

21 Q. Okay. Well -- so you can't tell me how
22 much you earned in 2021, and that will be on the tax
23 return that we don't have that was previously
24 requested, hasn't been supplemented.

25 So then let's go through with the 2022

1 taxes -- 2020 taxes.

2 According to you, you earned wages of
3 \$45,946, correct?

4 A. Yes, that's correct.

5 MR. BASNUEVO: Objection and move to
6 strike -- objection and move to strike
7 counsel's colloquy. Those comments are
8 improper and they should be stricken from the
9 record.

10 BY MR. DAHL:

11 Q. But, ma'am, that's actually not what you
12 actually earned because you wrote off \$26,030 from
13 your actual taxable earnings from your other
14 business, correct?

15 MR. BASNUEVO: Object to form.

16 A. I don't understand.

17 BY MR. DAHL:

18 Q. Ma'am, it says you have a loss listed at
19 line 8 on your tax returns of \$26,030. Do you see
20 that on your screen?

21 A. I give everything to my accountant. He's
22 the one who does my tax returns. He's the one who
23 prepares it all. I don't prepare any of it.

24 Q. You sign it before they're filed, though,
25 right, ma'am?

1 A. I just give everything to the accountant,
2 yes. I mean, I give it all to the accountant.

3 Q. But then you sign it and approve it before
4 it's filed with the federal government, right?

5 A. Yes.

6 Q. So you verify that it's accurate before it
7 goes and gets filed?

8 A. Yes.

9 Q. So, ma'am, what is the additional business
10 that you had and were identifying in your 2020 tax
11 return that lost \$26,030 in 2020?

12 MR. BASNUEVO: Form.

13 A. I don't understand.

14 BY MR. DAHL:

15 Q. Sorry. Didn't mean to pop that up.

16 Ma'am, on your tax return, on your
17 Schedule 1, there is a line, business income or
18 loss, attach Schedule C, and next to it there's a
19 loss that's identified as \$26,030.

20 Do you see that?

21 A. Yes.

22 Q. What business did you have or were you
23 involved in that lost \$26,030?

24 MR. BASNUEVO: Form.

25 A. I don't know. No, I don't -- I don't

1 know.

2 BY MR. DAHL:

3 Q. So what's the basis for claiming a \$26,030
4 loss on your tax return if you can't identify the
5 business that lost that amount for which you'd be
6 entitled to the reduction?

7 MR. BASNUEVO: Form.

8 A. Well, like I said, it's my accountant who
9 does all this, so I give him all -- everything that
10 I have. He's the one who prepares my tax returns.
11 I try to make sure that he has everything so he can
12 prepare them all, and I try to get it done right so
13 I don't have any problems with the government.

14 BY MR. DAHL:

15 Q. Where are all the sources -- in 2020,
16 45,000 is a higher number that you had made
17 previously. What sources of income did you have in
18 2020, besides working at Amazon?

19 A. Well, the thing is that in Amazon, I do
20 extra hours. I do extra hours. In -- for Amazon,
21 when I was in Texas, I didn't work part-time. I
22 worked full-time. And I did overtime on top of
23 that. So -- and they paid that at time and a half.
24 So you add that up with the deliveries, and that's
25 how much I made.

1 Q. So did you make money or you lose money
2 doing the delivery -- what I'm trying to get at is
3 did you make money or lose money doing deliveries?
4 Because if that's -- 2020 is -- you're writing it
5 off -- I'm trying to figure out where the writeoffs
6 go to \$26,030 for 2020.

7 MR. BASNUEVO: Form.

8 A. To be honest with you, I don't know. I
9 couldn't tell you. I don't know what the accountant
10 did, how he did it. I don't know. I could not tell
11 you.

12 BY MR. DAHL:

13 Q. Because what I'm really trying to find out
14 is -- because I think there's something wrong in
15 reading the tax return. I'm not trying to be
16 difficult or problematic. It is -- I think they
17 added in your delivery income as the W-2 line and
18 they claimed all the deductions, but at line 8 --
19 and they should have offset those.

20 Otherwise, the numbers get too big. It
21 looks like you're making more money, and then you're
22 getting a bigger deduction for the writeoffs. Line
23 8 should be really smaller, and line 1.

24 But aside from asking you, I don't know
25 how to figure that out. And then when you look

1 at --

2 MR. DAHL: Oh, go ahead. I'm sorry.

3 MR. BASNUEVO: Objection. Move to strike,
4 and I instruct the client not to answer because
5 it's not an actual question.

6 If you have a question, you can ask it,
7 but she's not going to be responding to a
8 comment.

9 MR. DAHL: That's fine. If she doesn't
10 want to try to explain it.

11 BY MR. DAHL:

12 Q. Ma'am, let's go through 2019.

13 This is your 2019 tax return, correct?

14 A. Yes, correct.

15 Q. It indicates that -- on your wages, it
16 says a number of \$42,830, correct?

17 A. Yes, that's correct.

18 Q. Then there's a negative -- or a deduction
19 of \$20,041, correct?

20 A. Yes, that's correct.

21 Q. Okay. And that you attached a Schedule C
22 or a Schedule 1. And it says you lost \$20,041.
23 Then it goes on and you attach a Schedule C in which
24 you then have -- you say you made 4,000, you had
25 20,000 in expenses, so you lost \$20,000 driving for

1 what appears to be Door Dash, correct?

2 A. Yes.

3 Q. Why were you operating a business that
4 you -- for which you were losing \$20,000?

5 A. Because it wasn't -- I wasn't losing
6 those -- there wasn't losses. There wasn't -- I
7 wasn't -- I wasn't losing the money.

8 I was -- well, you know, also understand
9 that whenever you drive, delivery drivers, they have
10 to take into account wear and tear on the vehicle.
11 Wear and tear on the vehicle, as well as fuel. All
12 of that does add up. So...

13 Q. Ma'am, does the \$20,000 that you paid
14 include all of your expenses for owning a car for
15 the entire year in 2019?

16 A. No.

17 Q. Did your -- the line item you have as an
18 expense, what advertising did you personally do that
19 cost you \$1,300.06?

20 A. Excuse me, I'm sorry, can you repeat the
21 question, please? I didn't hear it.

22 Q. Certainly.

23 You have -- you claimed on the expenses
24 for profit or loss of business that you spent
25 \$1,300.06 on advertising. What advertising did

1 you -- what advertising did that include?

2 A. I don't recall.

3 Q. You said you had office expense for this
4 business of \$5,638. Ma'am, where was your office
5 for your Door Dash business?

6 A. No, I -- I didn't have an office. I don't
7 recall.

8 Q. Well, then, ma'am, if you don't -- if you
9 never had an office, why are you paying 56 -- \$5,638
10 for office expenses?

11 A. I'm sorry. I don't understand. The
12 accountant's the one who did that. I don't know why
13 he included that.

14 Q. Well, ma'am, you're the one who approved
15 it, based upon your prior answer. And so I'm
16 wondering why this was included, unless this -- if
17 this is inaccurate -- let me ask you this.

18 Now that you know that this is all
19 inaccurate, do you intend to file an amended tax
20 return?

21 MR. BASNUEVO: I object to the form of the
22 question. There's been no testimony that this
23 is inaccurate. The testimony has simply been
24 that the accountant was the person who filled
25 this out, and she does not know what the

1 accountant used to include these numbers. That
2 does not mean that it's inaccurate.

3 I object to Mr. Dahl's imputation of that
4 characteristic to my client and her testimony.
5 And this is the second occasion where Mr. Dahl
6 has been harassing my client with inaccurate
7 accusations.

8 MR. DAHL: Okay.

9 MR. BASNUEVO: If it happens a third time,
10 we will seek protection from the Court.

11 MR. DAHL: You can say whatever you want,
12 Mr. Basnuevo.

13 BY MR. DAHL:

14 Q. Ma'am, this is your tax return, right?

15 MR. BASNUEVO: Wait, I'm sorry.

16 Mr. Interpreter, Mr. Interpreter, you have to
17 interpret everything that's said onto the --

18 THE INTERPRETER: The interpreter can.

19 Now, if the interpreter may have a
20 repetition on the question?

21 MR. DAHL: Certainly.

22 BY MR. DAHL:

23 Q. Ma'am, these tax returns that I've been
24 showing you are your tax returns, right?

25 A. Yes.

1 Q. Ma'am, what insurance, other than health
2 insurance, did you purchase for your Door Dash
3 business?

4 A. Besides -- I'm sorry, can you repeat the
5 question, please?

6 Q. Certainly.

7 What insurance, other than health
8 insurance, did you purchase for your Door Dash
9 business?

10 A. Well, I used the insurance that the
11 company has, as well as my own car insurance.

12 Q. Was that your -- was 3,769 the total
13 amount for your entire premiums for all of 2019?

14 A. Around there, yes.

15 Q. But you used your car for things other
16 than Door Dash during this time; you were driving to
17 your job at Amazon, correct?

18 A. I did use it to go to my Amazon job.

19 Q. What was -- why didn't any of that go --
20 or strike that.

21 What supplies are you referring to -- are
22 included in your 2019 tax return for \$6,483?

23 A. I don't understand.

24 Q. All right. Let's go look at your 2018 tax
25 return.

1 According to your 2018 tax return, you
2 earned \$27,005, correct?

3 A. Yes, that's correct.

4 Q. Of that -- and that's why you were
5 working -- this is while you're in Texas and were
6 working for Amazon full-time, correct?

7 A. Yes.

8 Q. And your full-time year, according to your
9 W-2 in 2018, you earned a full \$27,015, correct?

10 THE INTERPRETER: May interpreter have
11 repetition on the amount, counsel?

12 MR. DAHL: Certainly.

13 BY MR. DAHL:

14 Q. \$27,015.15 correct?

15 A. Yes.

16 Q. But going through here, we again have a
17 business loss of \$7,872, correct?

18 A. Yes.

19 Q. Ma'am, you had \$8,983 in car and truck
20 expenses. And your -- oh, go ahead.

21 THE INTERPRETER: Go ahead, counsel.

22 BY MR. DAHL:

23 Q. I'll just -- strike that, and I'll repeat
24 it.

25 You have car and truck expenses of \$8,983,

1 correct?

2 A. Yes.

3 Q. Is that the entirety of your car payment
4 for the entire year in 2018?

5 A. I believe so.

6 Q. So you utilized your side hustle to write
7 off your entire car as a business deduction despite
8 the fact that you did not -- or strike that.

9 You used your entire services profit and
10 loss for business to be able to write off your
11 entire car?

12 MR. BASNUEVO: Form.

13 A. I don't recall. I don't recall that. No.

14 BY MR. DAHL:

15 Q. Okay. Did this side business that you
16 were doing -- it just says "services" under the
17 Schedule C. What services were you providing? Or
18 does this refer to Door Dash, Uber Eats, and that
19 type of work again?

20 A. Well, yes, that's what I did.

21 Q. All right. Did you ever obtain a separate
22 tax ID for this business that you were operating?

23 A. No.

24 Q. Did it have a separate bank account?

25 A. No.

1 Q. Did this separate business ever file
2 separate or independent tax returns?

3 A. No.

4 Q. Okay. Let's look at 2017. It says that
5 you earned \$4,631 in wages. Correct?

6 A. Yes.

7 Q. And it says you earned \$5,726 in business
8 income, correct?

9 A. Yes.

10 Q. What services were you providing -- strike
11 that.

12 It says you were house cleaning as a
13 different side job. So my question for you, ma'am,
14 is: Who were you house cleaning for?

15 A. A person that I met at church.

16 Q. Okay. So you were working for --

17 MR. BASNUEVO: I'm sorry. Object --
18 sorry, I have to object to the interpretation.
19 Not a person, but people plural.

20 THE INTERPRETER: Oh, the interpreter
21 misheard it. The interpreter may ask for a
22 repetition on the reply.

23 A. People from church.

24 BY MR. DAHL:

25 Q. Okay. Ma'am, I'm going to show you --

1 ma'am, what year is it right now?

2 A. In 2017 right there, right?

3 Q. That -- no. I'm sorry, what year is it
4 now?

5 A. Oh, we're in 2023.

6 Q. And you answered the interrogatories at
7 the end of 2022, right?

8 A. I'm sorry. I can't hear very well. What
9 did he say? Can you repeat that, please?

10 Q. Certainly.

11 And you answered the interrogatories in
12 2022, right, ma'am?

13 A. Yes.

14 Q. So, ma'am, why didn't you identify any of
15 the people and sources of additional income you had
16 in 2017, which is within ten years, in your answer
17 to interrogatory No. 2?

18 MR. BASNUEVO: Form.

19 A. Because I didn't do it like a job, per se.
20 I mean, there was just a few friends from church.
21 It was just some people from church that I cleaned
22 for.

23 BY MR. DAHL:

24 Q. Ma'am, a few people that you cleaned for
25 accounted for more than 50 percent of your income in

1 2017.

2 A. Because that's what the -- that was done
3 by the -- I don't know. I don't understand that.

4 Q. Okay. But -- so you're literally more
5 than -- I just want to make sure.

6 Basically, you were asked to account
7 for -- strike that. Let me just go back this way.

8 Ma'am, you're asserting a claim for loss
9 of income and earning capacity in this case, right?

10 A. Yes.

11 Q. But when we go through and we look at your
12 income and earnings, you can't explain anything
13 about it, and when we go through your
14 interrogatories, there are other employment that we
15 have apparently identified that you haven't
16 identified, correct?

17 MR. BASNUEVO: Form.

18 A. Well, I mean, like I said, you know, the
19 thing with that is that this is something that I
20 did, this is not -- this was not, like, formal
21 employment, per se.

22 BY MR. DAHL:

23 Q. It was formal enough for you to disclose
24 it on your tax return, though, right, ma'am?

25 A. Because the accountant wanted to include

1 it, yes.

2 Q. Ma'am, what are you doing for money
3 currently?

4 A. Right now, nothing.

5 Q. You have zero sources of income to take
6 care of either yourself or your daughter?

7 MR. BASNUEVO: Form.

8 BY MR. DAHL:

9 Q. You can answer.

10 A. Do I have to answer? I mean, because -- I
11 mean, I'm not working.

12 Q. But you have sources of money, and I'm
13 entitled in discovery to find out where that is
14 coming from. So where are you -- what other sources
15 of money do you have currently, ma'am?

16 MR. BASNUEVO: Hold on. I think she's
17 concerned because of the confidentiality
18 portion to the settlement agreement with GEICO
19 and Michael Israel. But because you guys are
20 the UM insurer, we've already disclosed that to
21 you.

22 So let me just let her know that it's okay
23 for her to disclose that here. Okay? Because
24 I also have permission from GEICO to disclose
25 that to you-all.

1 A. Yeah, because I swore that was
2 confidential. I didn't know if I could divulge
3 that.

4 BY MR. DAHL:

5 Q. I understand. Let me ask the question
6 this way. And I'm not -- please don't let my
7 silence regarding the suggestion or inference from
8 Mr. Basnuevo that we are the UM carrier in this
9 case, his characterization that we would disagree
10 with, are disagreeing with.

11 But putting that aside, I'll re-ask the
12 question this way.

13 Ma'am, is your only current source of any
14 income or funds the settlement with Mr. Israel?

15 A. Yes.

16 Q. What was the amount of your settlement
17 with Mr. Israel?

18 A. I was given 305.

19 Q. Is that \$305,000?

20 A. Yes.

21 Q. Is that net --

22 MR. DAHL: Javier, trying to ask her this
23 is going to be too problematic. You know what
24 I'm going to ask. Is that the net or the
25 gross?

1 MR. BASNUEVO: Yeah, I don't think that
2 you are really entitled to get into that. I
3 don't mind telling you privately and off the
4 record.

5 MR. DAHL: No, but it -- what she paid
6 you -- or what she paid you. There's a gross
7 sum for which I'm -- regardless, I'm going to
8 be entitled to a setoff. We can do it off the
9 record. I just need to know.

10 MR. BASNUEVO: Yeah, why don't we go off
11 the record for a second and I can kind of
12 explain what it is.

13 MR. DAHL: Let's go off the record. I
14 don't like to -- let's go off the record, have
15 this, and then probably come back at 2:45.

16 (Off the record from 2:45 p.m. to 2:51
17 p.m.)

18 (Lina Arcila joined the meeting.)

19 THE STENOGRAPHER: I admitted Lina, but
20 I'm not sure who that is.

21 THE INTERPRETER: That is the interpreter
22 that wanted to sit in and observe me work.

23 MR. DAHL: Not a problem. So long as
24 you're cool with somebody watching you work.

25 THE INTERPRETER: I'm great at it.

1 THE STENOGRAPHER: Can you just tell me
2 Lina's full name real quick, please?

3 THE INTERPRETER: Lina Arcila.

4 THE STENOGRAPHER: Thank you.

5 MR. DAHL: Before we broke,
6 Ms. Monasterio, we were talking about your tax
7 returns. Just so the transcript's complete,
8 I'm going to be marking the 2020 tax return as
9 Exhibit 2.

10 (Marked for identification as Plaintiff
11 Exhibit 2.)

12 MR. DAHL: The 2019 tax return as
13 Exhibit 3.

14 (Marked for identification as Plaintiff
15 Exhibit 3.)

16 MR. DAHL: The 2018 tax return as
17 Exhibit 4.

18 (Marked for identification as Plaintiff
19 Exhibit 4.)

20 MR. DAHL: And the 2017 tax return as
21 Exhibit 5.

22 (Marked for identification as Plaintiff
23 Exhibit 5.)

24 BY MR. DAHL:

25 Q. Ma'am, in 2022, before this accident

1 occurred, did you have any sources of income other
2 than working at Amazon and income generated from
3 driving your vehicle through the Uber or Uber Eats
4 app?

5 A. No.

6 Q. Have you filed your income tax return for
7 2022 yet?

8 A. No.

9 Q. And if I forgot to ask this when we were
10 talking about the tax returns, I apologize. Or if I
11 did and I'm asking a question again, I don't mean
12 to. I'm just going through my notes and didn't see
13 it.

14 When you -- in the 2020, 2019, and 2018
15 tax returns identified profits and loss for a
16 business, did any of those businesses file separate
17 tax returns?

18 A. No.

19 Q. Changing gears, I want to talk about when
20 you started using the Uber app. When did you first
21 download the Uber app to use as a partner driver?

22 A. I don't recall exactly, but I believe that
23 it was between January and February.

24 Q. Would that be January or February of 2022?

25 A. Yes.

1 Q. When you sought to use the Uber app as a
2 partner driver, were you required to acknowledge or
3 sign off on any agreements before you were allowed
4 to operate?

5 A. Yes.

6 Q. Were those agreements that you had to
7 acknowledge and sign, were they agreements that you
8 accessed through the Uber app?

9 A. Yes.

10 Q. Were those agreements in English or in
11 Spanish?

12 A. In English.

13 Q. Did you sign those agreements or execute
14 them through the application?

15 A. It was through the application -- through
16 the app.

17 Q. When you were reviewing the agreements and
18 acknowledgments using the application, did you have
19 someone translate them for you?

20 A. I did it myself.

21 Q. Okay.

22 MR. DAHL: Ma'am, I'm going to show you
23 what we're going to mark as deposition
24 Exhibit No. 6. This is the Platform Access
25 Agreement for people seeking to utilize the

1 Uber application as a partner driver that was
2 in effect as of January 1, 2022.

3 (Marked for identification as Plaintiff
4 Exhibit 6.)

5 MR. BASNUEVO: Pat, can you send me that
6 in email? I can't see it on your screen, and
7 I'd like to be able to blow it up instead of
8 asking you to blow it up.

9 MR. DAHL: I can, but I can't remember
10 where I put it.

11 MS. ADAMS: I can send it to you, Javier.

12 MR. DAHL: That would be great.

13 MS. ADAMS: You can keep going.

14 BY MR. DAHL:

15 Q. This is the agreement that we had been
16 talking about that you would have had to have
17 executed before using the Uber app as an Uber
18 driver, correct?

19 A. Yes.

20 Q. This Platform Access Agreement contains
21 various terms and conditions, including provisions
22 regarding insurance, correct?

23 A. Yes.

24 Q. In particular, in paragraph 3.5, it
25 provides that, "We may, in our sole discretion,

1 choose to maintain auto insurance related to your
2 rides, but we are not required to provide you with
3 any specific coverage for loss to you or your
4 vehicle unless we specifically describe it in an
5 addendum to this PAA. We can change, reduce, or
6 cancel insurance that is maintained by us if any --
7 at any time without notice to you or authorization
8 from you."

9 Correct?

10 A. Yes.

11 Q. The addendum applicable for Florida as of
12 January 1, 2022, when you started, also addresses
13 the available insurance coverage, correct?

14 A. I'm sorry. I did not hear that. I did
15 not hear it completely.

16 Q. I'll read it again.

17 The addendum that was -- the addendum for
18 Florida also addressed the amount of insurance, if
19 any, that would be provided when operating as a Uber
20 partner driver, correct?

21 A. Yes.

22 Q. And under insurance coverage, specifically
23 at paragraph 1A and B, it outlines the types of
24 insurance coverage that are available, correct?

25 A. Yeah, but it doesn't say that -- that it

1 had been --

2 THE INTERPRETER: Bear with the
3 interpreter just a moment.

4 A. It doesn't say that it's been rejected or
5 that it's been turned down or anything like that.

6 BY MR. DAHL:

7 Q. Ma'am, that's not the question I asked.
8 My question was that this addendum specifically
9 identifies the coverage types that are available,
10 correct?

11 A. Yes.

12 Q. And nowhere within the insurance coverage
13 section of the addendum that you agreed to and
14 signed in January or February, when you became a
15 partner driver, is there any suggestion or mention
16 of the existence of uninsured or underinsured
17 motorist coverage, correct?

18 A. It says so on the Internet.

19 Q. Ma'am, I didn't ask you what it said on
20 the Internet. I asked what it says on the addendum
21 that you actually agreed to.

22 MS. ADAMS: I want to place an objection,
23 move to strike her answer.

24 A. Well, from what I read and from what I
25 saw, it doesn't say in anywhere there that the

1 insurance is being turned down or rejected or that
2 you're not -- that -- it doesn't say anything like
3 that. It just says that you're going to have
4 coverage.

5 BY MR. DAHL:

6 Q. Ma'am --

7 MR. BASNUEVO: Pat, let's go through and
8 read what it says.

9 I'm sorry, can you pause this just one
10 second? I have to hand a check to a contractor
11 for my house that came to pick it up. I'll be
12 back in 30 seconds.

13 (Off the record briefly at 3:07 p.m.)

14 MR. BASNUEVO: Okay. I'm back. You can
15 keep going. Sorry.

16 MR. DAHL: Okay.

17 BY MR. DAHL:

18 Q. Ma'am, let's just go through.

19 Where in this document does it say that
20 Uber or anyone else is providing uninsured or
21 underinsured motorist coverage in this document?

22 A. It doesn't say it there specifically, but
23 it does so online.

24 Q. Okay. When you say online, the -- you can
25 go online and I can find people that will say that

1 the leprechaun is real, Santa Claus exists, and the
2 Easter Bunny can be found.

3 So where, ma'am, online does it say that
4 there is uninsured motorist coverage for drivers in
5 Florida in 2022?

6 A. I went directly to the Uber app, to the
7 Uber website.

8 Q. And so according to you, the Uber website
9 said there was -- how much uninsured motorist
10 coverage did it say there was for drivers in
11 Florida?

12 A. It said that it could cover up to -- well,
13 okay, I'm not completely sure. But I believe that
14 it was up to, like, a million dollars.

15 Q. The million dollars was only for death,
16 bodily injury and property damage, automobile
17 liability insurance, correct?

18 A. Yes.

19 Q. And that's different from
20 uninsured/underinsured motorist coverage, correct?

21 A. Yes.

22 Q. So then based upon your prior answer, you
23 have never seen, whether it's online or anywhere
24 else, anything to suggest that there was
25 uninsured/underinsured motorist coverage for drivers

1 operating as Uber partner drivers at any time,
2 correct?

3 MR. BASNUEVO: Form.

4 A. I saw it online. I mean, because it says
5 so clearly on there that it does cover for somebody
6 that ends up with the type of injury that I ended up
7 with, as severe as I was, it -- you are covered. I
8 saw that. Of course I did.

9 BY MR. DAHL:

10 Q. Okay. Just you saw it -- it just doesn't
11 say it in the agreement you signed, though, right,
12 ma'am?

13 A. Yes, in the agreement that I signed, maybe
14 doesn't say it specifically but, as I said before,
15 it does show -- it does appear online.

16 Q. So it doesn't say specifically?

17 MS. ADAMS: Move to strike.

18 BY MR. DAHL:

19 Q. Let's go -- where does it generally --
20 where do the words uninsured and underinsured
21 motorist coverage appear anywhere within the
22 agreement and addendum that you signed?

23 A. It doesn't say it specifically in what I
24 signed.

25 Q. Ma'am, I didn't ask specifically.

1 A. As I said before --

2 Q. I'm talking generally. It literally could
3 be -- can you find the words uninsured or
4 underinsured anywhere within the document that you
5 signed?

6 MR. BASNUEVO: Objection.

7 A. It doesn't say specifically.

8 BY MR. DAHL:

9 Q. Okay. And then let's go up to -- you
10 specifically, in this same agreement, acknowledged
11 that you understand that while you are providing P2P
12 service, your personal automobile insurance policy
13 may not afford liability, comprehensive collision,
14 medical payments, personal injury protection,
15 uninsured/underinsured motorist, or other coverage
16 for you?

17 A. Yes.

18 Q. You were also advised that if you had any
19 questions, it was your responsibility to resolve
20 them with your insurer?

21 A. Yes.

22 Q. Ma'am, did you, at any time after signing
23 the Platform Access Agreement, ever contact your
24 insurance agent and raise any questions concerning
25 the amounts, types, or existence of coverage under

1 your policy or that you believed was being provided
2 by Uber?

3 A. No.

4 Q. And, ma'am, just so I can make sure,
5 before you could usually use the app, before you
6 could pick up any rides and make any money, you
7 actually had to sign this agreement, correct?

8 A. Yes.

9 Q. Now, how many rides -- once you signed
10 that, you said -- did you also, when you were signed
11 up, before May 6th, 2022, did you -- according to
12 you, did you also look up any insurance information
13 through either the Uber app or something else
14 regarding the insurance that was available or that
15 you believed was available?

16 A. Can you repeat the question, please?

17 Q. Certainly.

18 Did you go through the Uber app, prior to
19 May 6th of 2022, to determine what you -- strike
20 that.

21 You said you went online, and I think you
22 also had said that you looked through the app
23 regarding insurance information. Is that correct?

24 A. Yes.

25 Q. Was the insurance information that you saw

1 the same as what is contained in your complaint?

2 MR. DAHL: Which I will mark as

3 Exhibit No.--

4 THE STENOGRAPHER: Seven.

5 MR. BASNUEVO: Seven.

6 MR. DAHL: Thank you.

7 (Marked for identification as Plaintiff

8 Exhibit 7.)

9 BY MR. DAHL:

10 Q. Is this the insurance -- or strike that.

11 This is -- Exhibit No. 7 is the nine-page complaint.

12 I'm on page 4 of 9 currently with the certificate of
13 insurance.

14 My question for you, ma'am, is the
15 insurance information that you claim to have seen,
16 is it this certificate of insurance that is on your
17 screen currently?

18 A. Yes.

19 Q. Where on this document do the words
20 uninsured/underinsured motorist appear?

21 A. It doesn't say it specifically.

22 Q. Does it say it unspecifically somewhere?

23 A. That's what I understood.

24 My understanding from that is that they
25 would be able to cover us should anything happen to

1 us.

2 Q. Ma'am, my question simply is -- so your
3 basis for that understanding isn't anything that's
4 in a document. It's anything -- strike that.

5 Your basis for that understanding isn't
6 based upon what's contained in a document but rather
7 it's based upon your general belief and
8 understanding of what you thought they were doing,
9 not something they told you they were doing,
10 correct?

11 MR. BASNUEVO: Form.

12 A. I mean, it doesn't say that it's being
13 rejected or that -- or that anything is being
14 rejected or anything like that. That's why, you
15 know, I felt more than comfortable with the coverage
16 that the company was providing that we were going to
17 be covered.

18 BY MR. DAHL:

19 Q. Okay. Ma'am, you've repeated this concept
20 that it doesn't say rejected. Why do you believe
21 that there was an -- strike that.

22 Ma'am, do you believe that there was an
23 obligation to tell you that uninsured/underinsured
24 motorist coverage was rejected?

25 THE INTERPRETER: Counselor, the

1 interpreter may have repetition on the
2 question?

3 MR. DAHL: That's fine.

4 BY MR. DAHL:

5 Q. Ms. Monasterio, do you believe that
6 whether it's Uber, Progressive, or anyone else had
7 to tell you that underinsured/uninsured motorist
8 coverage had been rejected?

9 A. Yes.

10 Q. What's the basis for that belief, ma'am?

11 A. Excuse me?

12 Q. What's the basis for your belief that that
13 was required to be told to you?

14 A. Because it doesn't say it's rejected, and
15 since it doesn't say that it's been rejected, then I
16 believe that we're going to be covered.

17 Q. But, ma'am, my question isn't -- that
18 might have been a question -- an answer to a
19 question that somebody else might ask later, but I
20 didn't ask that question. Let's go back to the
21 question I asked.

22 Why do you believe it is required that you
23 be told that coverage was rejected?

24 A. Because I thought it was included.

25 Q. So you made a mistake reading, they should

1 have to tell you -- strike that.

2 MR. BASNUEVO: Yeah -- strike that.

3 BY MR. DAHL:

4 Q. Because you didn't understand a document
5 that you signed and agreed to, they should have to
6 further specify out something that wasn't required
7 by any statute or anything else, according to you,
8 ma'am, right?

9 MR. BASNUEVO: Object -- hold on a second.

10 Objection to the form of the question.

11 That's argumentative. That's inserting your
12 own beliefs about what's required or not
13 required by the statute --

14 MR. DAHL: Read 627.7272. Be done. Thank
15 you. Goodbye.

16 Let's move on and get an actual answer to
17 the question. Because that's a speaking
18 question, too.

19 MR. BASNUEVO: Well, you're asking
20 improper questions. You've been doing it all
21 day. Your own commentary about what is
22 required and what isn't required is not proper
23 in a question.

24 MR. DAHL: No, I'm asking her what she
25 thinks is required and she's not answering it,

1 so I'm trying to figure out.

2 BY MR. DAHL:

3 Q. Ma'am --

4 MR. BASNUEVO: She's saying -- you're
5 telling her if something is not required by
6 statute, who are you to determine whether
7 something is or isn't required by statute?

8 MR. DAHL: A lawyer, a member of the Bar,
9 just for starters. But I digress.

10 MR. BASNUEVO: Well, you and I have
11 different opinions about what is required by
12 the statute. You're representing an insurance
13 company that's denied a claim.

14 BY MR. DAHL:

15 Q. Ma'am --

16 MR. BASNUEVO: I do think it's improper to
17 be commending the way you've been commenting on
18 this stuff. I've asked you multiple times to
19 cut it out and you haven't done so.

20 BY MR. DAHL:

21 Q. Ma'am, let's go back to the question I
22 asked.

23 What is your source or your belief that
24 there is an obligation anywhere to tell you that
25 certain coverages have been rejected?

1 A. Well, because if I'm driving for them,
2 then I -- then I -- they -- I should be covered or
3 they should tell me that I'm not being covered
4 because I'm driving for them.

5 BY MR. DAHL:

6 Q. So that's your assumption?

7 MR. BASNUEVO: Form.

8 MS. ADAMS: Move to strike.

9 BY MR. DAHL:

10 Q. They told you that they had a million
11 dollars liability coverage, right?

12 MR. BASNUEVO: Form.

13 A. I read it, yes.

14 BY MR. DAHL:

15 Q. And you also did not read that there was
16 any uninsured/underinsured motorist coverage,
17 correct?

18 A. Because it didn't specify it exactly.

19 Q. Correct.

20 So you made an assumption, not based upon
21 what was anything in the -- the agreement that you
22 signed or what you went online to see, but you made
23 an assumption that there was uninsured/underinsured
24 motorist coverage, correct?

25 THE INTERPRETER: Counselor, the

1 interpreter may have repetition on the
2 question?

3 MR. DAHL: Certainly.

4 MR. BASNUEVO: Object to the form.

5 BY MR. DAHL:

6 Q. You made an assumption that there was
7 uninsured and underinsured motorist coverage, but
8 that assumption was not based upon the contents of
9 any of the documents that you saw or that were
10 provided to you, correct?

11 MR. BASNUEVO: Form.

12 A. No.

13 BY MR. DAHL:

14 Q. Okay. Ma'am, show me a single document
15 that was provided to you that suggests or implies
16 that \$1 million of uninsured or underinsured
17 motorist coverage would be provided for you while
18 driving utilizing the Uber app?

19 MR. BASNUEVO: Form.

20 Mr. -- I'm sorry, Mr. Interpreter. You
21 cut out. We didn't hear the whole beginning of
22 your interpretation.

23 MR. DAHL: I'll restart.

24 THE INTERPRETER: If the interpreter can
25 begin again.

1 BY MR. DAHL:

2 Q. I'll restate the question.

3 Ma'am, show me a single document that you
4 received, that you reviewed, that you read, that
5 said that you would be covered by \$1 million of
6 uninsured/underinsured motorist coverage while
7 operating as a partner driver for Uber in Florida.

8 MR. BASNUEVO: Form.

9 A. Well, the document is that one. The one
10 that I have. The ones that -- that's the one
11 from -- that's online. The -- that's -- that's
12 approved there.

13 BY MR. DAHL:

14 Q. Okay. So this is the document and the
15 only document you're referring to, correct?

16 MR. BASNUEVO: Form.

17 A. The one that's -- that's on the Internet,
18 yes. Yes.

19 BY MR. DAHL:

20 Q. Is this the same document that is on the
21 Internet?

22 A. Yes.

23 Q. You agree with me, ma'am, that there is
24 nothing in this document that says -- or strike
25 that -- it says -- this document that you are

1 relying upon -- or strike that. Let me ask you this
2 question.

3 Ma'am, what is inaccurate according to
4 this document, to you?

5 A. In this document -- this document it
6 doesn't say that it's rejected.

7 Q. Okay.

8 A. It doesn't say that it's rejected.
9 However, you know, when I hire an attorney, that
10 attorney doesn't say -- then that attorney says that
11 it shows me something else. And that something else
12 shows that it's -- that it's rejected. But it
13 doesn't say that here.

14 Q. All right. So according to you, this
15 document is inaccurate or contains a
16 misrepresentation because it doesn't affirmatively
17 say uninsured/underinsured motorist coverage was
18 rejected?

19 THE INTERPRETER: Counselor, the
20 interpreter may have a repetition?

21 MR. DAHL: Yeah.

22 BY MR. DAHL:

23 Q. The only inaccuracy -- according to you,
24 the only inaccuracy within this document is the fact
25 that it does not specifically say that

1 uninsured/underinsured motorist coverage was
2 rejected?

3 A. Yes.

4 Q. And the only reason that you believe -- if
5 I understand you correctly, the only reason you
6 believe that they should have said that -- and when
7 I say -- they should have told you that it was
8 rejected is because otherwise, you assumed that
9 there was such coverage?

10 A. Yes.

11 MR. BASNUEVO: Form.

12 BY MR. DAHL:

13 Q. Ma'am, why did you agree -- when you chose
14 to drive with Uber in Florida, as an Uber partner
15 driver, what was the minimum amount of
16 uninsured/underinsured motorist coverage that you
17 were comfortable driving in Florida with?

18 A. I don't understand the question.

19 Q. Certainly.

20 MS. ADAMS: Just for purposes of
21 clarifying the record, we keep referring to I
22 think it's Uber partner driver. Just to be
23 clear, the plaintiff was not an employee of
24 Uber and was an independent contractor.

25 So I just want make -- I understand, Pat

1 what you're saying was a partner driver, but I
2 just want to make sure that we object to any
3 type of characterization of her being an
4 employee of Uber or Rasier.

5 MR. DAHL: I don't think anybody thought I
6 was trying to do that. I'll explicitly say I'm
7 not.

8 BY MR. DAHL:

9 Q. So let me go back.

10 Ma'am, according to you -- so let's just
11 go back because I want to make sure it's very clear.
12 And let's go back and pull up the complaint.

13 Ma'am, we've covered this. You have
14 alleged that paragraph 29 in your complaint, Uber
15 and Rasier stated in the Uber app that drivers were
16 protected by uninsured/underinsured motorist
17 coverage with limits varying by state as noted
18 above. The required limits in Florida are
19 \$1 million.

20 Correct?

21 A. Yes.

22 Q. Did you independently verify whether or
23 not UM coverage needed -- verify whether the
24 required coverage limits were \$1 million?

25 MR. BASNUEVO: Form.

1 A. Yes.

2 BY MR. DAHL:

3 Q. So -- and according to your complaint, you
4 relied upon the -- or strike that.

5 So you independently verified -- where did
6 you look to find out that Uber was required to have
7 \$1 million in UM coverage?

8 MR. BASNUEVO: Hold on. She's getting a
9 call on her phone.

10 A. Well, it wasn't that it was -- it
11 verified, but it was -- I was driving for the
12 company and I felt sure and confident that they were
13 protecting me. I felt sure that I was being
14 protected, of course.

15 No one believes that anything factually
16 going to happen to them. But I did feel safe and
17 comfortable driving because I felt that, you know,
18 in some form, the company was definitely protecting
19 you. That you were being protected.

20 BY MR. DAHL:

21 Q. So you didn't verify, ma'am, that the
22 requirement in Florida was \$1 million?

23 MR. BASNUEVO: Form.

24 A. I mean, it says online -- it says online
25 that it's a million dollars. It says online that

1 it's a million dollars.

2 And so, you know, that's why I said that I
3 felt comfortable with that kind of protection
4 because it said that I would be covered up to a
5 million dollars if anything were to happen. You
6 know, if I had some kind of serious injury or, you
7 know, something serious were to happen, then there
8 was that kind of coverage.

9 You know, it says online that there's a
10 coverage of a million dollars.

11 BY MR. DAHL:

12 Q. And when you say online, we're going back
13 to the certificate of insurance that's up on your
14 screen right now, correct?

15 A. Yes.

16 Q. And that says \$1 million combined single
17 limit or bodily injury and property damage under the
18 liability to others coverage section, correct?

19 A. Yes.

20 Q. And this same -- this Internet that you've
21 referred to, this document further provides that it
22 is for informational purposes only. It confers
23 rights upon the certificate holder. It does not
24 change, alter, modify, or extend coverages afforded
25 by the policies listed below.

1 Have I read that correctly?

2 THE INTERPRETER: Counselor, the
3 interpreter asks that either to be amplified or
4 if the interpreter --

5 MR. DAHL: Oh, yeah, yeah. Sorry.

6 A. Yes.

7 BY MR. DAHL:

8 Q. Further says that the coverage afforded by
9 the policies listed below are subject to all the
10 terms, exclusions, limitations, endorsements, and
11 conditions of these policies.

12 Correct?

13 A. Yes.

14 Q. Did you ever ask for -- before you agreed
15 and signed up, or when you were looking at this, did
16 you ever ask for copies of the policies to confirm
17 that your understanding was correct?

18 THE INTERPRETER: Counsel, may the
19 interpreter have repetition?

20 MR. DAHL: Certainly.

21 BY MR. DAHL:

22 Q. At any time, either before you executed
23 the PAA agreement or at any time before May 6th,
24 2022, did you ever request copies of the policies so
25 you could verify whether or not your assumptions

1 were correct?

2 MR. BASNUEVO: Form.

3 A. No.

4 THE INTERPRETER: Counselor, the
5 interpreter may request a brief comfort break.

6 MR. DAHL: Certainly.

7 THE INTERPRETER: Thank you.

8 (Off the record from 3:44 p.m. to 3:53
9 p.m.)

10 BY MR. DAHL:

11 Q. Ma'am, before we broke, we were talking
12 about the representations.

13 According to your interrogatory answers,
14 you suggested that the Uber app stated that UM
15 coverage was provided with coverage levels varying
16 by state, but they did not state that there was no
17 coverage at all in Florida.

18 When was that representation made to you?

19 THE INTERPRETER: The interpreter is
20 unable to hear the witness.

21 MR. DAHL: Either can I.

22 MR. BASNUEVO: Hello, can you hear us now?

23 THE INTERPRETER: I can, yes.

24 If the interpreter can ask for repetition.

25 MR. BASNUEVO: Can you ask the question

1 again? I think there was a problem coming in.

2 I also think there was a problem in the
3 interpretation. Mr. Dahl asked when, and
4 Mr. Interpreter asked where.

5 BY MR. DAHL:

6 Q. Start it over.

7 THE INTERPRETER: The interpreter may ask
8 for repetition.

9 BY MR. DAHL:

10 Q. Ma'am, your interrogatory answers suggest
11 that the Uber app stated that UM coverage was
12 provided with coverage limits varying by state, but
13 they did not state that there was no coverage at all
14 in Florida.

15 My question for you, ma'am, is: When
16 specifically was that representation made?

17 A. It says so on the Uber website.

18 Q. Ma'am, when did you access the Uber
19 website?

20 A. In January. I don't recall exactly, but I
21 believe it was, like, January or February.

22 Q. So sometime within two months, you went to
23 a website and specifically were interested in
24 insurance, but, ma'am, why was it suddenly that you
25 were interested in insurance when you never worried

1 about it when you were driving before in Texas?

2 MR. BASNUEVO: Form.

3 A. No, I said that I did review in Texas
4 the -- for Uber Eats. What I said was I didn't
5 remember the amount.

6 BY MR. DAHL:

7 Q. Ma'am, what was the -- let's go back to
8 the question.

9 What's the amount of uninsured motorist
10 coverage that you felt was -- that you needed in
11 order for you to be able to -- that you needed in
12 order for you to drive?

13 MR. BASNUEVO: Form.

14 A. Well, to be honest with you, I don't -- I
15 don't have, like, a set amount for that.

16 BY MR. DAHL:

17 Q. Ma'am, did it have to be at least -- did
18 it have to be -- strike that.

19 So, ma'am, do you know whether or not you
20 even had -- when you were operating for Door Dash or
21 Uber Eats -- whether or not when you were driving in
22 Texas they afforded you with UM coverage?

23 MR. BASNUEVO: Form, asked and answered.

24 MR. DAHL: You know what? That one's
25 right. I've already asked that question. I

1 can move on.

2 BY MR. DAHL:

3 Q. Now, ma'am, according to your complaint,
4 when you first became a TNC driver, so we're talking
5 in, according to my records, February of 2022, you
6 relied on the understanding that defendants offered
7 all insurance coverages required by law. And you
8 relied on the understanding that defendants provided
9 her uninsured and underinsured motorist coverage.

10 Hold on. Let me...

11 Paragraph 10.

12 MR. BASNUEVO: The complaint, Interpreter.

13 A. Yes, that's correct.

14 BY MR. DAHL:

15 Q. Okay. Ma'am, what -- prior to you signing
16 and agreeing to be a partner driver, what was your
17 understanding of what UM -- or strike that.

18 What was your understanding of what
19 insurance coverages, specifically what
20 uninsured/underinsured motorist coverages, were
21 required under Florida law?

22 A. That they had to have coverage.

23 Q. Well, ma'am, what was the basis for your
24 belief that they had to have coverage? Because you
25 didn't have coverage on your car.

1 MR. BASNUEVO: Form.

2 BY MR. DAHL:

3 Q. You may answer.

4 A. No, because the coverage has to -- because
5 it's required by law.

6 Q. Ma'am, when did you develop that -- you
7 requiring -- according to your testimony earlier,
8 you're supposed to -- required to have UM coverage
9 by law, right?

10 MR. BASNUEVO: Form.

11 A. Of course, but that's why I was with Uber,
12 because Uber was protecting me. I mean, I was under
13 the Uber insurance. Besides my -- on top of my own
14 insurance.

15 MS. ADAMS: Form.

16 MR. DAHL: Move to strike, nonresponsive.

17 MS. ADAMS: Move to strike.

18 BY MR. DAHL:

19 Q. Let's go back to the question that I
20 asked, because that wasn't it.

21 Ma'am, what was -- where did you -- you
22 said, and specifically have alleged, that you relied
23 on the understanding the defendants offered all
24 insurance coverages required by law.

25 What did you specifically understand was

1 required in connection with uninsured and
2 underinsured motorist coverage?

3 A. That they had to have the coverage.

4 Q. But you keep saying it, and I appreciate
5 the circular logic, but, ma'am, where did that
6 belief come from?

7 A. Because it's required by law. And nowhere
8 does it say it's been rejected.

9 Q. Ma'am --

10 A. So I'm covered by Uber. Because they have
11 the coverage.

12 MS. ADAMS: Move to strike.

13 MR. DAHL: Move to strike.

14 BY MR. DAHL:

15 Q. Ma'am, when, prior to becoming a TNC
16 driver in the state of Florida, did you review the
17 law regarding the insurance obligations for TNC
18 company?

19 A. Can you repeat the question?

20 Q. Certainly.

21 When, before you became a TNC driver in
22 Florida, did you read the law regarding the
23 insurance requirement?

24 MR. BASNUEVO: Form.

25 A. This is just general understanding that,

1 you know, you have to have insurance coverage.

2 And --

3 BY MR. DAHL:

4 Q. Okay.

5 A. -- since Uber was providing that, then I
6 felt comfortable being an Uber driver.

7 Q. Okay. Ma'am, on May 6th, 2022, were you
8 involved in an accident?

9 A. Yes.

10 Q. Were you involved in an accident while you
11 were transporting an Uber rider?

12 A. Yes.

13 Q. When did you start -- when did you log
14 into the application for the first time on May 6th,
15 2022?

16 A. I'm sorry. Can you repeat the question?

17 Q. Certainly.

18 When did you log into the application on
19 May 6th, 2022?

20 A. I don't recall exactly. I believe it was,
21 like, my second ride that day. The first or second.
22 I don't remember exactly.

23 Q. How long had you been driving that day
24 before your accident occurred?

25 A. Like, less than an hour. I don't recall

1 exactly, but it wasn't very long. I mean, I had
2 basically just left my house.

3 Q. I think you suggested it but I didn't ask
4 the question, so I'm going to do it this way: How
5 many fare -- how many Uber passengers had you picked
6 up before picking up the passenger involved -- who
7 you were transporting at the time of the accident?

8 A. How many passengers had I picked up
9 before? That's what I don't remember, to be honest
10 with you. I don't remember exactly.

11 Q. Okay. What was the name of the
12 passenger --

13 MR. BASNUEVO: There's a fly in here.

14 MR. DAHL: Clean your office, your filthy
15 animal.

16 BY MR. DAHL:

17 Q. What was the name of the passenger who you
18 had accepted at the time of the accident?

19 A. I don't recall.

20 Q. Where were you picking him up from?

21 A. At the Fort Lauderdale airport.

22 Q. And where were you planning on taking him
23 to?

24 A. I don't recall exactly what the address
25 was, but I believe it was Miami because it was about

1 an hour away.

2 Q. What was the route that you were planning
3 to take to get from Fort Lauderdale airport to the
4 ultimate destination in Miami?

5 A. I took I-95, the route which is the one
6 that the GPS told me to take.

7 Q. And, I'm sorry, I should have asked this
8 earlier. Did you get matched up with this
9 particular fare at Fort Lauderdale airport through
10 the Uber app?

11 A. The Uber app is the one that assigns
12 the -- the routes that we get. The rides that we
13 get. We don't -- I mean, we can just accept them or
14 not, but we don't get to choose them. It is the app
15 that gives us and that -- the one that assigns the
16 rides.

17 Q. Fair enough.

18 And you accepted a ride through the Uber
19 app?

20 A. Yes, that's correct.

21 Q. And I'm -- I should have asked this
22 earlier, and I apologize for jumping around, but I
23 want to make sure I get it when I go back so I don't
24 have to go back.

25 When we were talking about the

1 representations through the Uber app and online,
2 when you were asked about the statement the Uber app
3 stated that the UM coverage was provided with
4 coverage limits varying by state, but they did not
5 state that there was no coverage at all in Florida,
6 that statement was not made by Progressive, correct?

7 A. Yes.

8 Q. Now, you get matched with this individual.
9 According to the complaint, the individual is
10 identified as Mr. Cavanaugh. Does that sound right?

11 A. Yes.

12 Q. Now, where did -- specifically did this
13 accident occur? I know you said it's southbound 95,
14 but it's, like, up in Hollywood, down in -- closer
15 to Miami?

16 MR. BASNUEVO: I'm sorry. I object to the
17 interpretation. The question was where did the
18 accident occur, not where --

19 THE INTERPRETER: The interpreter will
20 need a repetition. If the interpreter may have
21 repetition on the question.

22 MR. DAHL: Certainly.

23 BY MR. DAHL:

24 Q. Where, ma'am -- I know you said southbound
25 95, but can you be slightly more specific, whether

1 it's a city or anywhere else -- where on 95 did the
2 accident occur?

3 A. It's around the Hollywood exit. Around
4 the area where the Hollywood exit is. I don't know
5 the number of the exit exactly, but it is around
6 that area.

7 And it's because I have gone by there
8 several times since. I don't remember during the
9 accident where it was. I don't remember exactly
10 where it was during the accident, but after the
11 fact, I've gone by there several times. And so it
12 is around the Hollywood exit.

13 Q. And as you're approaching the accident
14 area, what lane of traffic were you in?

15 A. The one that's -- in the one that is
16 closest to the -- to the -- what is that, the
17 concrete barrier, the -- the concrete there --
18 barrier there. I was going down the -- the express
19 lane, the one that's -- that's off to the side, I
20 was going down the express lane, and it's got two
21 lanes on the express lane there.

22 I was on the one that was closest to the
23 concrete barrier.

24 Q. So you were in the furthest left lane of
25 the express lanes in all of 95?

1 A. Yes.

2 Q. How fast were you driving, ma'am?

3 A. I don't recall, but I always drive safely.

4 MR. DAHL: Move to strike. I don't think
5 even I could get away with bolstering myself
6 that way.

7 MR. BASNUEVO: Hold on. You asked her a
8 question. She said she doesn't recall.
9 There's nothing improper about that.

10 MR. DAHL: "I always drive safely" is the
11 one you can't get -- Javier, you can't do that.
12 You know you can't do that.

13 MR. BASNUEVO: Why not?

14 MR. DAHL: So we're going to allow her to
15 proffer her own character and habit evidence
16 when there's been no foundation and it hasn't
17 been challenged? Good luck.

18 MR. BASNUEVO: What's your -- yeah. I
19 mean, I --

20 MR. DAHL: You can't offer character and
21 habit like that, and you know it.

22 MR. BASNUEVO: That's not a proper motion.
23 But let's just keep going. I won't -- let's
24 get done with this.

25

1 BY MR. DAHL:

2 Q. So, ma'am, you don't know what speed you
3 were going, correct?

4 A. No, but I'm certain that I wasn't speeding
5 because I don't speed.

6 Q. What was the traffic conditions like?
7 Were there a lot of cars?

8 A. So-so.

9 Q. Did you ever see any of the cars that were
10 also involved in the accident before being struck?

11 THE INTERPRETER: Counselor, can the
12 interpreter have repetition on the question?

13 MR. DAHL: Certainly.

14 BY MR. DAHL:

15 Q. Did you ever see either of the other two
16 vehicles that were involved in the accident before
17 you were struck?

18 A. No.

19 Q. What part of your car came into contact
20 with what part of any of the other vehicles?

21 A. The front of my car marked the -- the car
22 that ended up just coming out of nowhere. I mean,
23 it was so sudden that it didn't give a chance to do
24 anything. That car came over the cones and -- and
25 just came right into the lane and didn't give an

1 opportunity to brake or anything. It was just
2 sudden.

3 Q. So, ma'am, a car came -- you said came
4 over the cones; it came from your right side to your
5 left, correct?

6 A. Yes.

7 Q. You had one full lane to your right that
8 was still in the express lanes before the cones,
9 correct?

10 A. Yes.

11 Q. And it was the front -- when you say the
12 front of your car, was it the center of your car or
13 was it -- the impact more to the right front, the
14 side, what specific part -- strike that. Let me ask
15 it this way:

16 Was the impact between your car and the
17 other vehicle by the front bumper of your car?

18 A. Can you repeat the question, please?

19 Q. Certainly.

20 Was the damage -- was the first point of
21 the impact of your car up by the front bumper in
22 front of the hood?

23 A. Yes.

24 Q. So a vehicle comes from your right, is in
25 front of you, crosses the poles and an entire lane

1 of traffic, and according to you, there was not
2 time, it just came out of nowhere, correct?

3 A. That's correct.

4 Q. At any time before impact, did you apply
5 your brakes?

6 A. I don't remember.

7 Q. At any time before impact, did you make
8 any steering inputs either to the left or to the
9 right?

10 A. I don't recall. It was all so fast.

11 Q. Were there any vehicles -- you're
12 approaching the point of impact; were there any
13 vehicles in the right lane or to your right also
14 heading southbound in the express lane?

15 A. No.

16 Q. Did anything prevent you from seeing the
17 vehicle that came from your right across the cones,
18 across an entire lane of traffic, before impact?

19 A. No. No, the car -- it was a matter of
20 seconds. I didn't get an opportunity to brake or
21 anything. I don't remember any of that.

22 Q. Do you remember the impact?

23 A. No, nothing.

24 Q. After you struck the other vehicle, what's
25 the next thing that you remember?

1 MR. BASNUEVO: Form.

2 A. When I wake, I can't feel anything from my
3 waist down, from the middle of my body down. I
4 thought I was going to die at that point in time.

5 BY MR. DAHL:

6 Q. Where did you wake up?

7 A. I was in the car.

8 Q. I should have asked you this earlier.
9 Were you wearing your seatbelt?

10 A. Of course, yes.

11 Q. Can you tell me what part of your body, if
12 any, hit any part of the interior of the car?

13 A. I don't know.

14 Q. Can you tell me how you were specifically
15 wearing your seatbelt? Was it properly over your
16 shoulder into the harness? Did you have any portion
17 behind you?

18 THE INTERPRETER: Counsel, may the
19 interpreter have repetition of the question?

20 MR. DAHL: Certainly.

21 BY MR. DAHL:

22 Q. Were you wearing -- how were you -- let me
23 just rephrase it.

24 How were you wearing the seatbelt?

25 A. Like this, how you wear it.

1 Q. Just -- the witness was showing over her
2 left shoulder attached like one would --

3 MR. DAHL: Mr. Basnuevo, you'd agree the
4 standard seatbelt formation, does that work?

5 MR. BASNUEVO: That works.

6 BY MR. DAHL:

7 Q. You said immediately after the impact, you
8 felt that there was -- you couldn't feel anything
9 from your waist -- did you say from your waist down,
10 or did you say from your chest down?

11 A. I don't know exactly. I mean, from here
12 on down. From here down. I mean, I would say
13 that -- yeah, I mean, I would say from here, because
14 I would do like this, and I wouldn't feel anything
15 down below.

16 I mean, it just felt hollow. It felt
17 complete emptiness. Hollow.

18 Q. Were you treated -- did you have any
19 conversations with anyone at the scene of the
20 accident?

21 A. Anyone like whom? What do you mean, like,
22 over the phone or to a paramedic.

23 Q. Anybody. Absolutely anybody.

24 A. I grabbed my phone and I tried calling
25 several friends to let them know what had happened,

1 but, no.

2 Q. Okay. So you've made attempts to call,
3 but the only people you actually spoke to, if I
4 understand you correctly, were the paramedics when
5 they arrived?

6 A. The paramedics hadn't even taken me out of
7 the vehicle. They were outside discussing things.
8 They were -- they -- they weren't helping me. I
9 mean, maybe they thought I was dead.

10 MR. DAHL: Move to strike. Calls for
11 speculation.

12 BY MR. DAHL:

13 Q. But let's go back.

14 Ma'am, at any time -- or were you
15 eventually removed from the car?

16 A. Yes.

17 Q. Once you were removed from the car, did
18 you have conversations with anybody aside from the
19 paramedics?

20 A. I just said I couldn't feel my legs.
21 Just -- oh, they were asking me for my name.

22 Q. Did you -- did they have to use any
23 special tools to get you out of the car?

24 A. Yeah, like, this thin, long stretcher-type
25 device thing. Because since I couldn't feel my

1 legs, then they had to put it -- put it underneath
2 me to try and pull me out.

3 Q. Have you heard the phrase backboard?

4 A. No.

5 Q. Were you taken to the hospital?

6 A. Yes.

7 Q. What hospital were you taken to?

8 A. Memorial. The one that's in Hollywood.

9 Q. Were you ever told what was wrong with
10 you?

11 A. The doctor, just when I got to the
12 hospital, they made me sign a bunch of forms
13 telling -- you know, that -- you know, telling me
14 that they were going to have to do blood
15 transfusion, asking if I feel my legs, my name,
16 things like that. And that they had to do emergency
17 surgery.

18 Q. Did they tell you why they needed to do
19 emergency surgery?

20 A. The doctor did -- told me that they had to
21 do a bunch of tests first, and then they said that
22 they had to operate because I had a lot of
23 compression in my back, and so that they had to
24 operate to see what exactly I had.

25 Q. Were you ever told what caused -- and I'm

1 not talking just on the day of May 6th, at any time
2 after -- did you break something? Was there -- what
3 caused the issues that you're experiencing with your
4 lower extremity?

5 A. Yes.

6 Q. What did they tell you caused the issues
7 with your lower extremity?

8 A. They told me that I had problems in the
9 medula of L2 and that -- but there was a lot of
10 pressure and inflammation, and that I had to wait to
11 see what the -- what -- how that would progress.

12 But it was basically they did say that --
13 that it was a complete -- that it was a full injury
14 where I was not going to be able to walk again.

15 Q. You said the injury was at the L2 level?

16 A. L2.

17 Q. They told you that you had sustained any
18 other injuries to your spine in any other levels
19 besides the L2 level?

20 A. That there was a lot of compression
21 happening with the spine, that the discs were not --
22 that they had all been moved about. That the actual
23 injury was to L2, but that the accident had created
24 problems all the way from T2 -- T12 all the way to
25 L1.

1 Q. Had you ever -- prior to this accident on
2 May 6th, 2022 -- ever experienced any form of back
3 problem?

4 A. No.

5 Q. Have you ever -- prior to May 6th, 2022 --
6 ever previously undergone any form of MRI?

7 A. Can you repeat the question, please?

8 Q. Certainly.

9 Had you ever undergone an MRI before
10 May 6th, 2022?

11 A. Yes.

12 Q. For why had you undergone an MRI prior to
13 May 6th, 2022?

14 A. Because -- I don't remember the exact
15 year, but I was riding with a friend, and we had an
16 accident.

17 Q. When you say don't know exact year, was
18 that in 2020s, 2010s, when?

19 A. That was, like -- I'd say that was about
20 ten years ago. My friend was -- my girlfriend -- my
21 friend was the one that was driving. She's the one
22 who had the accident.

23 Q. But you were in the car?

24 A. Yes, I was the copilot.

25 Q. When you did that, you were injured

1 sufficient enough to have to undergo an MRI,
2 correct?

3 A. I got hit here in the eyebrow, and just
4 for safety precautions, they did a resonance.

5 Q. Did you -- as a result of being involved
6 in that accident, did you file any claim for
7 insurance benefits?

8 A. No.

9 Q. Did you receive any sums in terms of a
10 settlement, regardless of whether you made a claim?

11 A. No.

12 Q. And I should have asked this earlier.
13 With respect to this case, have you taken out any
14 loans or advances against any potential proceeds of
15 any -- the resolution of this case or your accident
16 claims?

17 A. No.

18 Q. With respect to -- who was the doctors --
19 you identified four doctors in response to your
20 answers to interrogatories. You say Dr. Buttrick
21 performed the operation; what operation did
22 Dr. Buttrick perform?

23 A. The back surgery.

24 Q. When was the last time you've been seen by
25 Dr. Buttrick?

1 A. I don't recall exactly, but I believe it
2 was July. June or July.

3 Q. Have you been -- June or July of this year
4 or last -- it has to be last year. We haven't
5 invented time travel.

6 A. Yes.

7 Q. Do you have any plans to see Dr. Buttrick
8 in the future?

9 A. Yes.

10 Q. Do you have any appointments scheduled
11 with Dr. Buttrick?

12 A. No, not yet.

13 Q. Okay. So if I understand it, you last saw
14 him in June or July, you have not seen him since,
15 and you have no current appointments, correct?

16 A. Correct.

17 Q. All right. And then you've identified
18 Dr. Joanne Marie Delgado-Lebron. What type of
19 doctor is Dr. Lebron?

20 A. She was -- she was at the rehab center
21 where I was sent after the surgery. She was the one
22 who had me under observation.

23 Q. From when to when were you at the rehab
24 center?

25 A. One week after the accident up to it.

1 THE INTERPRETER: The interpreter needs to
2 clarify.

3 A. So June 2nd was when I was with her.

4 BY MR. DAHL:

5 Q. Have you had any subsequent appointments
6 or evaluations by Dr. Delgado-Lebron since you left
7 the rehab center on June 2nd?

8 A. No.

9 Q. The next doctor that's identified is
10 Dr. Dan Jurus, a chiropractor. From when to when
11 were you being seen by Dr. Jurus?

12 A. He saw me in July --

13 THE INTERPRETER: The interpreter needs to
14 clarify again.

15 A. In June. Saw me in June. And I still see
16 him.

17 BY MR. DAHL:

18 Q. You still see him.

19 What was the last time that you've been
20 seen by Dr. Jurus, the chiropractor?

21 A. I believe, like -- I believe two weeks
22 ago.

23 Q. Okay. And you're seeing the physical
24 therapist at Neurofit 360, correct?

25 A. Yes.

1 Q. Who is the physician -- the doctor, not a
2 therapist, not a chiropractor -- that is managing
3 your overall care?

4 A. Well, the only doctor is the one who
5 operated on me. He's the one who gives the orders
6 for me to go to therapy or things like that, but I
7 don't see him. It's just by phone.

8 Q. Have you gone back -- have you been
9 examined by -- whether it's a physician's assistant
10 in his office or anyone else -- have you been seen
11 by -- whether it's Dr. Buttrick, a physician's
12 assistant, anyone -- actually examined you since you
13 left the hospital with Dr. Buttrick's office?

14 A. In September. In September I had some --
15 a bone density exam performed, and then some x-rays.
16 They -- they had -- he had -- he requested some --
17 it was a resident -- no, not a resonance. It was an
18 x-ray.

19 It was an x-ray to see and make sure that
20 everything with the surgery was still in place, that
21 nothing had moved or shifted and everything was the
22 same. And -- because he's the one that has to see
23 me in order to order any kind of therapy or anything
24 like that. But in order to order those things, to
25 make sure that -- and determine what moves -- what

1 all I can move and what all I should be working on
2 and doing, he's got to see me.

3 And the last time, that was in September.

4 Q. So you have not been seen by a medical
5 doctor since September, correct?

6 A. That's correct.

7 Q. Have any of your physicians given you --
8 or strike that.

9 Have any of your doctors said that you
10 need to undergo any additional surgical procedures
11 in the future?

12 A. No.

13 Q. Have any of your doctors told you what you
14 are -- the ultimate prognosis is for your condition?

15 A. No.

16 Q. Since the time of your initial injury up
17 until the present, have you had improvements
18 concerning your lower extremity function?

19 A. Yes. A little.

20 Q. Can you describe that for me, please?

21 A. I feel like -- it's, like, a map of my
22 legs. You know, like, I can -- there's some things
23 that I can -- you know, like, I can move one foot
24 but I can't move the other. Like, I can move some
25 toes in my right foot but not --

1 THE INTERPRETER: The interpreter needs to
2 clarify.

3 A. I can move my toes -- I can move my toes
4 in my right foot, but nothing on my left foot.
5 Nothing at all.

6 BY MR. DAHL:

7 Q. How far -- or strike that.

8 Some of the notes that I have suggest that
9 you have progressed to the point where you can use a
10 walker. Is that accurate?

11 A. I mean, I can't do it without any kind of
12 assistance. I can't because my legs won't hold
13 me -- my legs -- my knees, they don't have any
14 strength and they don't hold me, and they just
15 completely buckle.

16 So in order to be able to do that, I have
17 to have actual physical help. So I basically have
18 to have a brace to be able to lock my knees in
19 place, and then I also have to have the walker.
20 Plus actual physical help from somebody.

21 So it's three different types of aid to be
22 able to use a walker, so not something I can
23 actually use.

24 Q. So you're currently using a -- when you
25 say -- the issues that you're having in your lower

1 extremities, do you have full feelings up to your
2 knees or down to your knees.

3 And I'm trying to show from your chest
4 down to your knees.

5 A. Yes. Yes, I have, but I feel very
6 little -- it's limited. It's very limited.

7 Q. I'm trying to figure out where -- where --
8 I -- I can't put myself in your body. I'm trying to
9 figure out where along your body, from your hips as
10 you go lower down to your knees and to your ankles,
11 where does -- where is there a change in sensation
12 or a -- where do you begin to lose feeling?

13 A. What I feel from my waist to my knees is
14 very limited sensation. Very limited feeling,
15 something that's not normal because it's extremely
16 limited. From my knees down to my feet I feel
17 absolutely nothing.

18 Q. And that's on both sides?

19 A. No. On my right, I can feel all the way
20 down to the foot. I have feeling down to the foot
21 from my -- from my hip all the way down to the foot,
22 limited. On my left side, I have from my hip to my
23 knee. From my hip to my knee.

24 But from my knee down on my left foot,
25 nothing.

1 Q. Okay. I want to work -- I just want to
2 understand the differences between the right side
3 and the left side.

4 With the right side, when you say you have
5 feeling all the way down to your foot, is that
6 normal feeling all the way down to your foot, or is
7 that less -- a less than normal feeling from your
8 hip all the way down to your foot?

9 A. It's very limited. It's not a -- it's not
10 a normal feeling that I have. It's very limited.
11 Not that you would normally have. You know, out of
12 let's say 100 percent, I would feel I have maybe
13 30 percent feeling, which is not normal.

14 Q. Is that more or less than you had at the
15 time of the incident?

16 A. It's more. I mean, when I had the
17 accident, it was zero.

18 Q. Would you agree that it's progressing,
19 albeit slowly?

20 A. Yes.

21 Q. Now changing gears to the left, has there
22 been -- the entirety from the hip down all the way
23 to the foot is nothing; do I understand you
24 correctly?

25 A. That's correct. And I also can't --

1 THE INTERPRETER: And the interpreter
2 needs to clarify.

3 A. I also can't use the -- I also can't go to
4 the restroom. I can't do either of them.

5 BY MR. DAHL:

6 Q. Do you currently have a catheter or a
7 colostomy bag?

8 A. Yes, I have to use them. I have no -- no
9 strength or function.

10 Q. So you have -- you have both a colostomy
11 bag and a catheter?

12 A. I -- I do my -- I do it myself. I -- I
13 insert my own catheter.

14 Q. No, I was just -- you do have a
15 catheter -- you have a colostomy bag and a catheter?
16 I'm not saying that somebody else has to place it
17 for you.

18 A. Yes, that's correct.

19 Q. Have any of your physicians suggested or
20 implied that that may improve over time to the point
21 where you may regain that level of function?

22 A. No. They say that no one knows.

23 Q. Are you currently under the care of any
24 neurologist?

25 A. No.

1 Q. Have you been evaluated by a physiatrist
2 or a life care planner?

3 A. No.

4 Q. Do you currently have any appointments to
5 be seen or evaluated by either a physiatrist or a
6 life care planner?

7 A. Not currently, no.

8 Q. Do you currently have any appointments to
9 be seen by a neurologist?

10 A. No.

11 Q. Aside from the issues that you're
12 experiencing as a result of your spinal injury in
13 the lower extremities, the colostomy bag, the
14 catheter, are there any other injuries for which
15 you're claiming connection with this lawsuit?

16 A. Well, the insurance thing.

17 Q. No, I'm talking about physical injuries to
18 your body. Sorry.

19 A. Well, I mean, just this. You know, I
20 can't walk.

21 MR. DAHL: Just briefly off the record.

22 (Off the record from 5:03 p.m. to 5:07
23 p.m.)

24 BY MR. DAHL:

25 Q. Ms. Monasterio, before we broke, we were

1 talking about your medical care and treatment. And
2 I just want to make sure I understand every injury
3 that you're claiming.

4 You have the back and spinal issues that
5 resulted in a four-level fusion, correct?

6 A. Yes.

7 Q. What were the levels of the fusion? You
8 had mentioned L2 earlier, but there has to be more
9 levels than that.

10 A. It was T12 -- it was from T12 on. So it
11 was T12 -- I believe T12, L1, L2, and L3. Yes, yes.
12 Because it was from T12 and all the way down.
13 Right. Yes.

14 Q. In addition -- I understand that you had a
15 hip fracture; is that correct?

16 A. The hip.

17 MR. BASNUEVO: Misspoke.

18 BY MR. DAHL:

19 Q. Was that the hip or pelvis?

20 A. I mean, the fracture's actually L2.
21 That's where the fracture was. That's the one that
22 broke.

23 Q. Any other fractures that you're claiming
24 as a result of this accident?

25 A. I don't know if they're -- I don't know if

1 they're fractures or not, but my ribs, my ribs, you
2 can't touch them even now because they hurt.
3 Because it's, like, this whole area here with the
4 ribs. It was like it was crushed. It was like it
5 was crushed.

6 Q. Did your airbag deploy in connection with
7 the accident?

8 A. Yes. And it actually broke my eyebrows.

9 Q. Now, just going through and wrapping up
10 some things, back in Texas, you said you were seen
11 by OB/GYN doctors, a nurse practitioner, and an
12 aesthetic doctor.

13 The aesthetic doctor, did you undergo any
14 surgical procedures?

15 A. No.

16 Q. And what were you seeing what you refer to
17 as aesthetic doctors for?

18 A. Aesthetic doctor, I don't remember. I
19 don't remember what that one is. I don't remember.

20 Q. Okay. With respect to some of the other
21 answers, you included in your answer to
22 interrogatory No. 2 -- or interrogatory -- strike
23 that.

24 You included in your answer to
25 interrogatory No. 13 that you were claiming

1 estimated lost wages of \$45,000 for 31 years.

2 Correct?

3 A. Yes.

4 Q. But we know from what we covered earlier,
5 you weren't making \$45,000 a year because you were
6 losing, for example, 26,000 of that every year in a
7 different business, correct?

8 MR. BASNUEVO: Form.

9 A. No.

10 BY MR. DAHL:

11 Q. Okay. So then let's go through this
12 again.

13 MR. BASNUEVO: No, I object to this as
14 harassing the witness. You know as well as I
15 do that income and taxable deductions are two
16 different things. So if you're going to do
17 this, you're going to walk into a motion for
18 protective order on this issue.

19 MR. DAHL: Then you know what? So is
20 committing -- bringing a claim that is on the
21 edge of unsupported and probably would be
22 predicated upon -- these aren't -- because
23 she's claiming business losses on your personal
24 income and your wages in income from other
25 sources for a business she's not declaring and

1 she's writing it off as a business loss.

2 The tax ramifications go both ways,

3 Mr. Basnuevo.

4 MR. BASNUEVO: No, they don't. We're

5 talking about what income she can earn.

6 Whether she can take a deduction from that

7 income doesn't reduce her ability to earn it.

8 And medically whether she's able to do it or

9 not.

10 MR. DAHL: Mr. Basnuevo, whether or not

11 she's formed the calculation predicated upon

12 figures that I think are on the edge of

13 potentially issues that would at a minimum

14 require amending your tax return, because

15 that's not income. That's predicated upon a

16 calculation that is on the equivalent of I

17 think misleading and potentially fraudulent.

18 MR. BASNUEVO: I, No. 1, would be very

19 careful with your words. No. 2, you're not a

20 tax lawyer, from what I know. I haven't seen

21 that you got a tax LLM anywhere.

22 MR. DAHL: Last time I checked, you don't

23 need one to be able to do it because my -- I

24 know pretty much tax law on what you can do on

25 a Schedule C and it's not that.

1 MR. BASNUEVO: Well, you haven't seen
2 any -- you haven't seen any of the underlying
3 documents, and you haven't --

4 MR. DAHL: Because you haven't produced
5 them, by the way. Because you haven't produced
6 them.

7 MR. BASNUEVO: I don't have them.

8 MR. DAHL: But you are predicating your
9 claim on this number. So you --

10 (Simultaneous colloquy.)

11 THE STENOGRAPHER: I'm sorry. One at a
12 time, please.

13 MR. DAHL: I think I'm standing on pretty
14 good ground right now.

15 MR. BASNUEVO: Oh, I don't think you're
16 standing on good ground at all. I don't think
17 you're standing good ground at all.

18 She was earning that amount of money, and
19 that amount was taken from her earnings and her
20 taxes. Now, whether or not she had business
21 losses and deductions doesn't take way from the
22 fact that she was earning that money and she's
23 now unable to earn it because she's unable to
24 work because she can't walk.

25 MR. DAHL: Okay.

1 (Simultaneous colloquy.)

2 THE STENOGRAPHER: Excuse me. Excuse me.
3 Excuse me. I can't take both of you at the
4 same time.

5 MR. DAHL: You haven't produced a W-2.
6 She has a prior history of providing all of her
7 platform income in both places and double
8 dipping. You know what? Using 45, and she was
9 working part-time for two months, and the last
10 calculation you have is in 2020 and she hasn't
11 filed or produced 2021 return.

12 MR. BASNUEVO: I've given you everything
13 that she gave me. I'm not holding anything --

14 MR. DAHL: Not --

15 (Simultaneous colloquy.)

16 THE STENOGRAPHER: I'm sorry. You have to
17 stop.

18 MR. BASNUEVO: Right. Before today, I
19 gave you everything she gave me. You never let
20 me know that there was any issue, that you
21 wanted any additional documents. So for you to
22 come now and say, well, I haven't gotten this,
23 I haven't gotten that, well, respectfully,
24 Mr. Dahl, you haven't told me that you were
25 missing anything or wanted anything additional.

1 MR. DAHL: Not my obligation in federal
2 court, Mr. Basnuevo. Last time I checked,
3 there's a duty to supplement.

4 MR. BASNUEVO: There's a duty to
5 supplement, if I'm aware there's a need for
6 supplementing.

7 MR. DAHL: So you don't think the omission
8 of a 2021 tax return --

9 MR. BASNUEVO: No. I asked her for
10 everything she had and this is what I received.

11 MR. DAHL: That's fine. Let's go through
12 it.

13 MR. BASNUEVO: As far as I --

14 BY MR. DAHL:

15 Q. Ma'am --

16 MR. BASNUEVO: Anyway, I'm not going to
17 argue this with you. I'm telling you don't go
18 back over things you've already gone over.

19 I think you've already been harassing the
20 witness. You're also on the edge of
21 impermissible conduct. We've been here for
22 hours on hours and you only started to get to
23 the meat of this case after 3:00.

24 MR. DAHL: I disagree with you because I
25 think I got my meat pretty early in this

1 mission. But we'll disagree like we have on
2 most things.

3 BY MR. DAHL:

4 Q. So, ma'am, my question is: The \$45,000
5 per year you're quoting, the only tax return you've
6 ever produced that shows \$45,000 of earnings is your
7 2020 tax return, correct?

8 A. Yes.

9 Q. So in 2017, you only earned \$10,000,
10 correct?

11 A. Yes.

12 Q. And in 2018, it was only 27,000, correct?

13 A. Yes.

14 Q. So why didn't you average out in your
15 calculation the amount of -- or strike that. Let me
16 ask you this:

17 Do your W-2s from Amazon for 2019 and 2020
18 reflect \$42,000 in W-2 income from Amazon?

19 MR. BASNUEVO: Form.

20 A. Something like that. Around there.
21 Something like that.

22 MR. DAHL: I don't have any further
23 questions at this time.

24 MR. BASNUEVO: Veresa?

25 MS. ADAMS: Sure.

CROSS-EXAMINATION

BY MS. ADAMS:

Q. Hi, Ms. Monasterio. I have a few questions. I'm going to try to be very quick here.

To be clear, you were not an employee of Uber Technologies or Rasier, its subsidiary, when you used the app from 2018 to 2022; is that correct?

THE INTERPRETER: Counsel, may the interpreter have repetition on the question? My apologies.

MS. ADAMS: Pardon me?

THE INTERPRETER: May the interpreter have repetition on the question?

BY MS. ADAMS:

Q. Ms. Monasterio, were you -- or you were not, rather, an employee of Uber or its subsidiary Rasier when you used the app from 2018 to 2022?

A. Yes.

Q. And you set your hours when you were going to be using the app or when you were not, correct?

A. Yes.

Q. You didn't wear a uniform?

A. No.

Q. And when you worked with Amazon, I believe you testified that you were full-time; is that

1 correct?

2 A. Yes.

3 Q. Was there a time when you were working for
4 Amazon that you were also using any apps, either
5 delivery apps or rideshare apps?

6 A. I don't understand. Can you ask the
7 question again?

8 Q. Did you work for Amazon -- so let's say in
9 24 hours a day you did some work with Amazon. Was
10 there ever a time that you would come home and
11 either get on one of the apps to either have
12 deliveries or pick up rides? And that's for any
13 app.

14 A. Yes.

15 Q. And which apps or app did you use when you
16 were working for Amazon?

17 A. When I was in Texas, I used Uber apps
18 and -- Uber Eats and Door Dash. And then when I was
19 here in Florida, Uber.

20 Q. Got it. Okay.

21 We talked a little bit about your medical
22 treatment and bills. Did you -- and I apologize if
23 Mr. Dahl asked this question, but do you know how
24 much is outstanding in your medical bills?

25 A. Yes.

1 Q. And how much is outstanding?

2 A. How much I still owe?

3 Q. Yeah.

4 A. I don't -- I don't know that I owe
5 anything anymore.

6 Q. How much has been paid?

7 A. I don't recall.

8 Q. Were they paid through any of your
9 settlement proceeds?

10 A. No.

11 Q. And is it your believe that Mr. Israel, I
12 believe was his name, was at fault for the May 2020
13 accident?

14 A. Yes.

15 Q. Did you ever read the insurance policy
16 before gaining access to Uber's app?

17 THE INTERPRETER: Counselor, may the
18 interpreter have repetition on the question
19 again?

20 BY MS. ADAMS:

21 Q. Did you ever read the insurance policy
22 before gaining access to Uber's app?

23 A. Yes.

24 Q. And when was that?

25 A. Like, in January or February. I don't

1 recall the exact date.

2 Q. And that's -- you're saying in January you
3 actually read the insurance policy, you testified
4 you got on the website or the app at that time. Are
5 you saying that you read the insurance policy in
6 January or February?

7 A. No.

8 Q. No what? I'm sorry. I don't understand
9 what you're saying.

10 A. The policy I -- I read it, like, in
11 January or February at some point. I don't remember
12 exactly when.

13 Q. Okay.

14 A. I -- I don't remember exactly what it was
15 after I registered to drive for Uber.

16 Q. Okay. Did you ever make any insurance
17 payments to Rasier for coverage?

18 A. No.

19 Q. Your interrogatories indicate that you
20 relied on insurance for coverage required by law.
21 And I think your response to Mr. Dahl was that they
22 had to have coverage.

23 I understand that you have a general
24 understanding and your testimony is that there
25 required some -- you believe there's some

1 requirement for UIM -- UI, UIM coverage, but what I
2 want to know is what is your understanding of the
3 amount of that coverage?

4 A. Well, I mean, according -- from what I
5 read online, it covered a million dollars.

6 Q. And is that a million dollars or up to a
7 million dollars based on what you believe you read
8 online?

9 A. A million dollars.

10 Q. And when you say what you read online,
11 we're again talking about the certificate of
12 insurance that was included in Mr. Dahl's Exhibit 7
13 that was a part of the complaint?

14 A. Yes.

15 Q. And if I understand your testimony
16 correctly, your issue is not with the coverage
17 that's listed in that certificate of insurance but
18 what's not listed?

19 A. Yes.

20 Q. And that's your belief, despite you
21 entering into an agreement, the PAA that Mr. Dahl
22 pulled up earlier, that did not provide for UM/UIM
23 coverage?

24 MR. BASNUEVO: Form.

25 A. Yes.

1 BY MS. ADAMS:

2 Q. Did you ever see an insurance policy that
3 included UM/UIM coverage in Florida?

4 A. Yes.

5 Q. You saw that in an insurance policy?

6 A. Yes, of course.

7 Q. You understand that Uber's not an
8 insurance carrier, Ms. Monasterio?

9 A. Of course, yes.

10 MS. ADAMS: Okay. I don't have any other
11 questions. Thank you.

12 Mr. Basnuevo.

13 MR. BASNUEVO: Thank you.

14 CROSS-EXAMINATION

15 BY MR. BASNUEVO:

16 Q. Give me a second. Let me just go through
17 my notes and streamline this.

18 MR. DAHL: He has no questions.

19 MR. BASNUEVO: I have some.

20 MR. DAHL: I'm kidding. It's been seven
21 hours.

22 MR. BASNUEVO: I have some.

23 MR. DAHL: I know.

24 MS. ADAMS: Javier is out of jokes at
25 5:34. You've had enough.

1 BY MS. ADAMS:

2 Q. Okay. Karina, before the collision that
3 occurred in May of 2022, was it your understanding
4 that Uber, as a transportation network company, was
5 required to provide you with uninsured or
6 underinsured motorist coverage when you were working
7 as a driver on their app?

8 A. Yes.

9 Q. Okay. Did you gain that understanding
10 through the representations made on the Uber app
11 where they told you that they had UM or UIM coverage
12 in amounts varying by state?

13 A. Yes.

14 Q. And did you also base that understanding
15 on the certificate of insurance provided by
16 Progressive and posted on the Uber website and in
17 the Uber app which declared that there was a million
18 dollars of insurance coverage?

19 MR. DAHL: Objection, mischaracterization
20 of the documents.

21 MS. ADAMS: Form. And join.

22 MR. BASNUEVO: Okay.

23 You can answer.

24 A. Yes.
25

1 BY MR. BASNUEVO:

2 Q. And in that document, which we've talked
3 about at length, neither Progressive nor Uber ever
4 discloses to the Uber drivers that Uber had
5 attempted to reject uninsured or underinsured
6 motorist coverage in Florida, correct?

7 MS. ADAMS: Form.

8 A. Yes.

9 MR. BASNUEVO: Okay. And then I don't
10 remember, Pat, if you had attached the PAA
11 as --

12 MR. DAHL: Yeah, I attached the PAA as 6.

13 BY MR. BASNUEVO:

14 Q. Okay. So going back to the PAA, which is
15 Exhibit 6 that Ms. Jones was asking you about and
16 Mr. Dahl asked you about earlier, nowhere in this
17 contract does it disclose to you that Uber had
18 attempted to reject UM or UIM coverage; isn't that
19 correct?

20 THE INTERPRETER: Counsel, if the
21 interpreter may have repetition on the last
22 portion of the question.

23 BY MR. BASNUEVO:

24 Q. Nowhere does it disclose that UM or UIM
25 coverage was regained, correct?

1 MS. ADAMS: Form.

2 A. Correct.

3 MR. BASNUEVO: What's wrong with the form
4 of the question?

5 MS. ADAMS: It actually does speak about
6 rejection and specifically what coverages are
7 available.

8 BY MR. BASNUEVO:

9 Q. My question was --

10 MR. DAHL: Section 3-5. She just told
11 you. You're mischaracterizing the document.

12 MR. BASNUEVO: Did you make an objection,
13 Pat?

14 MR. DAHL: It -- objection.
15 Mischaracterizes the document. See section
16 3.5.

17 MR. BASNUEVO: Okay. There was an
18 objection, so let's pull the document up on the
19 screen.

20 Mr. Interpreter, can you --

21 BY MR. BASNUEVO:

22 Q. Section 3.5 states "Uber maintains
23 insurance. We may, in our sole discretion, choose
24 to maintain auto insurance related to your rides,
25 but we are not required to provide you with any

1 specific coverage for loss to you or your vehicle
2 unless specifically described in an addendum to PAA.
3 We can change, reduce, or cancel insurance that is
4 maintained by us, if any, at any time without notice
5 to you or authorization from you."

6 Does that statement disclose to you that
7 Uber had attempted to reject uninsured or
8 underinsured motorist coverage in Florida in 2022?

9 A. No.

10 Q. In the insurance coverage section of the
11 P2P services only city addendum for Florida, does it
12 disclose that Uber attempted to reject UM or UIM
13 coverage in the state of Florida?

14 MS. ADAMS: Form.

15 A. No.

16 BY MR. BASNUEVO:

17 Q. Does this in fact disclose that the
18 company maintains a primary automobile liability
19 insurance in the amount of a million dollars for
20 death, bodily injury, or property damage?

21 A. Yes.

22 Q. Okay. Is it your understanding that
23 uninsured or underinsured motorist coverage is
24 normally automatically included along with
25 automobile liability coverage in Florida unless it

1 is specifically rejected?

2 MR. DAHL: Objection, mischaracterization
3 of the obligations under 627.7271 and 2.

4 MS. ADAMS: Join.

5 BY MR. BASNUEVO:

6 Q. You can answer.

7 THE INTERPRETER: Counsel, if the
8 interpreter can show where counsel read it or
9 have repetition on the question.

10 MR. BASNUEVO: Sure.

11 BY MR. BASNUEVO:

12 Q. My question is: Is it your understanding
13 that in Florida, uninsured and underinsured motorist
14 coverage is automatically included in an automobile
15 liability insurance policy, unless it is
16 specifically rejected?

17 MR. DAHL: Same objection,
18 mischaracterization of the statute.

19 MS. ADAMS: Form. Join.

20 A. Yes.

21 BY MR. BASNUEVO:

22 Q. Did you rely on your understanding that
23 Uber and Progressive had a policy of uninsured and
24 underinsured motorist coverage to protect the Uber
25 drivers while they were logged into the app when

1 deciding to drive for Uber?

2 MR. DAHL: Objection, form.

3 MS. ADAMS: Form.

4 MR. DAHL: And lacks predicate.

5 A. Yes.

6 BY MR. BASNUEVO:

7 Q. And when -- after the collision in May of
8 2022, did you learn that both Uber and Progressive
9 were refusing to provide uninsured and underinsured
10 motorist coverage to compensate for your losses?

11 A. Yes.

12 Q. Was that position different from the
13 position that you were led to understand from the
14 statements made on the Uber app on the Uber website
15 and in the Progressive certificate of insurance
16 posted on the Uber app and in the Uber website?

17 A. Yes.

18 Q. The injuries that we're here about today
19 that you suffered in this collision, were they
20 caused by the negligence of Michael Israel?

21 MR. DAHL: Objection. Calls for improper
22 legal conclusion by an unqualified lay witness.
23 Displaces the province of the jury. That one
24 will never see the light of day in a courtroom.

25 MS. ADAMS: Join.

1 BY MR. BASNUEVO:

2 Q. Let me ask the question this way: Was
3 Michael Israel operating his motor vehicle in a
4 reasonable manner when he caused the collision that
5 led to your injuries?

6 MR. DAHL: Same objection. Improper form.
7 Trying to seek improper expert opinion from a
8 lay witness, No. 1. Trying to displace the
9 trier of fact in an ultimate issue from a lay
10 witness, No. 2. Lack of qualification, 3.

11 MS. ADAMS: Join.

12 BY MR. BASNUEVO:

13 Q. That's fine. You can ignore that and
14 answer, ma'am.

15 A. No.

16 Q. Did Mr. Israel's personal automobile
17 insurance policy have sufficient coverage to pay for
18 the damages that he caused?

19 MS. ADAMS: Form.

20 MR. DAHL: Objection, personal knowledge.
21 Form. Predicate.

22 A. No.

23 MR. BASNUEVO: Those are all the questions
24 I have.

25 MR. DAHL: I've just got a few follow-up.

1 REDIRECT EXAMINATION

2 BY MR. DAHL:

3 Q. Ma'am, and I'll be brief and go through it
4 quickly.

5 Ma'am, you never saw the vehicle before
6 coming into contact with it, correct?

7 A. Can you repeat the question, please?

8 Q. According to your testimony earlier,
9 ma'am, you never saw the vehicle before impact,
10 correct?

11 A. Correct.

12 Q. So, ma'am, you have then no basis to
13 determine one way or the other whether or not, as
14 your counsel phrased it, Mr. Israel was operating
15 reasonably or unreasonably because you didn't see
16 what he was doing before impact, correct?

17 MR. BASNUEVO: Object to form.

18 A. But what person reasonably will impact
19 another vehicle like that?

20 BY MR. DAHL:

21 Q. Ma'am, there could be multiple different
22 reasons. My point is this: You didn't see it to
23 know one way or the other what led to it before
24 impact, correct?

25 MR. BASNUEVO: Form.

1 A. Well, that is I can't say for certain what
2 condition he was in. But it wasn't normal.

3 BY MR. DAHL:

4 Q. Ma'am, you've said it wasn't normal. My
5 position is simply this: At no time, according to
6 you, did you see the other vehicle until immediately
7 before impact, correct?

8 A. That's correct.

9 Q. Fair enough.

10 So you don't know what he was doing,
11 whether or not it was reasonable or unreasonable
12 before the split second before impact, correct?

13 MR. BASNUEVO: Form.

14 A. No.

15 BY MR. DAHL:

16 Q. It's not correct or it is?

17 A. No, it's not correct. I did not -- I
18 can't say what condition he was actually in or not
19 because I didn't see him before.

20 Q. Okay. Now, you said, according to you,
21 you know, you understood generally that the amount
22 of UM and uninsured/underinsured motorist coverage
23 has to -- is generally required to be equal to the
24 amount of bodily injury coverage. You said that in
25 response to your attorney's question.

1 Do you remember that question and that
2 answer when your attorney asked it?

3 MR. BASNUEVO: Form.

4 A. Yes.

5 BY MR. DAHL:

6 Q. But -- so, ma'am, but you also knew --
7 because you did not carry uninsured/underinsured
8 motorist coverage equal to the amount of bodily
9 injury coverage under your policy, you knew that it
10 was not required, correct?

11 MR. BASNUEVO: Form.

12 A. No.

13 BY MR. DAHL:

14 Q. So you get to be different than the
15 general understanding, according to you, right,
16 Ms. Monasterio?

17 MR. BASNUEVO: Form.

18 A. No.

19 BY MR. DAHL:

20 Q. Okay. But, ma'am, you wouldn't knowingly
21 break the law, would you?

22 MR. BASNUEVO: Form.

23 A. No.

24 BY MR. DAHL:

25 Q. So if -- so then if you didn't carry

1 uninsured/underinsured motorist coverage in Florida
2 equal to the bodily limits of the liability policy,
3 according to your understanding, you would be
4 breaking the law, then, right, ma'am?

5 MR. BASNUEVO: Form.

6 BY MR. DAHL:

7 Q. You can answer.

8 A. No. No, I mean, I'm counting on the fact
9 that I'm -- I'm counting on the Uber insurance
10 that's protecting me.

11 Q. Well, why would you expect Uber to have
12 insurance that is any different than what you had,
13 ma'am?

14 A. Well, because I was working for Uber.

15 MS. ADAMS: Move to strike.

16 BY MR. DAHL:

17 Q. All right. Now, what is your
18 understanding -- counsel asked you if you understood
19 that bodily injury generally has -- or
20 uninsured/under -- strike that.

21 In response to your attorney's questions,
22 you said that you understood that
23 underinsured/uninsured motorist coverage usually has
24 to go in the same limits AS bodily injury coverage.
25 My question for you, ma'am, is: Where did you get

1 that understanding from?

2 A. General understanding, like I said before.

3 Q. Did this insurance -- did Progressive
4 specifically insure your car, your 2020
5 Honda Accord?

6 A. No.

7 Q. Do you know whether the insurance
8 requirements in Florida are different depending on
9 whether or not the insurance carrier specifically
10 insures your car versus something like this where it
11 doesn't specifically insure your car?

12 A. No.

13 Q. Ma'am, you said that you understood -- you
14 relied in part upon a representation on the Uber app
15 that said there was uninsured/underinsured motorist
16 in amounts varying by state.

17 Do you recall that question by your
18 attorney?

19 A. Yes.

20 Q. Did you ever check in the Uber app, when
21 it says amounts varying by state, check the amounts
22 offered in the state of Florida before you signed up
23 in February of 2022?

24 A. Well, it said on the Uber app -- on the
25 Internet, on the web page for Uber online, it said

1 that you were going to be covered if something were
2 to happen.

3 Q. Now, ma'am, that same web page you were
4 talking about -- and I don't want to rehash it --
5 that was the certificate of insurance that we
6 covered, we talked about earlier?

7 A. Yes. And it didn't say that it was
8 rejected.

9 Q. Ma'am, in terms of amounts varying by
10 state, if it said there was only one dollar
11 available in uninsured/underinsured motorist
12 coverage in the state of Florida, would you still
13 have driven for Uber?

14 MR. BASNUEVO: Form.

15 A. No.

16 BY MR. DAHL:

17 Q. Even if they still give you a million
18 dollars of bodily injury coverage?

19 A. Yes.

20 Q. Okay. Ma'am, if you wouldn't do it for a
21 dollar, what's the minimum amount of
22 uninsured/underinsured motorist coverage, when it
23 says amounts varying by state, that you would have
24 required there to be in order for you to drive under
25 Uber, Door Dash, anything else?

1 MR. BASNUEVO: Objection. This is, like,
2 the fifth time this question has been asked and
3 answered.

4 MR. DAHL: She's saying she's relying on
5 amounts varying by state. I'm trying to figure
6 out what specific amounts she relied upon to
7 make that determination. I think based upon
8 your examination --

9 MR. BASNUEVO: I think what she already
10 said is she doesn't know, and she said it when
11 you asked her the first four times. This is
12 the fifth time, and it's improper to harass and
13 badger a witness.

14 It's 6:00, she's got back issues, and
15 you're just going over the same thing over and
16 over and over again because apparently you
17 didn't like her answer the first time.

18 MR. DAHL: No, no, it's -- read the
19 transcript. I'm done.

20 BY MR. DAHL:

21 Q. You can answer the question, ma'am.

22 If not a dollar, what's the amount of
23 money -- because it says amounts varying by state.
24 You agree with me that when you relied upon that
25 statement, it didn't say how much there was in

1 Florida, right, ma'am?

2 A. Yes.

3 Q. What is the amount that you needed to have
4 there in order for you to drive when you already
5 knew there wasn't an amount stated -- if there
6 wasn't an amount stated in the representation you
7 relied upon, what was the amount you needed for
8 there to be?

9 MR. BASNUEVO: Form.

10 A. I don't know. I -- I couldn't tell you.

11 BY MR. DAHL:

12 Q. All right. Last area, and it will be
13 brief, because I think there's some confusion.

14 You said in response to Ms. Jones Adams'
15 questions that you believed all of your medical
16 bills have been paid. And I --

17 THE INTERPRETER: Go ahead, Counsel.

18 BY MR. DAHL:

19 Q. And I think there's a question regarding
20 whether they've been paid or whether the lien has
21 been satisfied I think is the outstanding issue.

22 MR. BASNUEVO: I don't know if I can just
23 stipulate the lien has not been paid. There's
24 still an outstanding lien from Rawlings.

25 MR. DAHL: Okay. That's the -- that's

1 what I'm clarifying, I'm trying to figure out.

2 The bills have been paid, and if we do it
3 by stipulation, Javier, that's all I'm trying
4 to do. It's -- all the bills are still going.
5 Nothing -- everything's going through whoever
6 at Rawlings is now administering it for.

7 MR. BASNUEVO: Yeah.

8 MR. DAHL: And none of that lien's been
9 paid?

10 MR. BASNUEVO: None of the lien's been
11 paid. They have Amscot now --

12 MR. DAHL: We're not doing payday advance
13 loans.

14 MR. BASNUEVO: No, I know. Sorry. It's
15 late. What's the name of insurance carrier?
16 Give me a second.

17 MR. DAHL: Amsure -- you had it in the
18 interrogatories. I'm not wedding you to it. I
19 just need to know the amount.

20 MR. BASNUEVO: I provided you the latest
21 lien that we got in September. They have paid
22 all of the medical bills. Rawlings, who
23 administered their lien, has not been paid for
24 the lien.

25 MR. DAHL: Okay. Because that's the

1 disconnect. You have 397 in bills, and you
2 have 141 is the lien at -- 141-62 is the lien
3 amount. Is that reflected -- is that your
4 current understanding?

5 MR. BASNUEVO: That --

6 MR. DAHL: Whether or not she knows or
7 not, is this a Medicare, Medicaid plan versus
8 private health insurance?

9 MR. BASNUEVO: It's not it's an ObamaCare
10 plan.

11 MR. DAHL: Okay. That was it. I just
12 wanted to know the status of --

13 MS. ADAMS: That's my fault.

14 MR. DAHL: No, it's no worries.

15 BY MR. DAHL:

16 Q. Then the last thing for clarification, is
17 there an amount set aside on the settlement pending
18 dissolution of our case?

19 MR. BASNUEVO: We can talk about that off
20 the record.

21 MR. DAHL: That's -- that's fine. It's
22 because -- like, if they're blocking off
23 something to cover it, because the issue is --

24 MR. BASNUEVO: Want to go off the record?

25 MR. DAHL: I'm going to ask her on the

1 record and we'll get the answer, because if
2 there is a pool of money -- and this is not to
3 have an intellectual answer -- or a fight.

4 If there's a pool of money pursuant to a
5 settlement that would satisfy that, I would
6 have fundamental questions concerning the
7 ability to admit them the bills towards money
8 that's been segregated to pay.

9 And so that -- I'm going to ask her the
10 question, then, on the record so we have it.
11 Because I think we at least need the record
12 developed, right, to present to the Court.

13 MR. BASNUEVO: To be honest, I don't think
14 that that's discoverable or -- because that --
15 those are issues between me and her and our
16 trust account and our closing statements, and
17 that's not discoverable here.

18 So --

19 (Simultaneous colloquy.)

20 MR. DAHL: But, no, it's -- Javier, I just
21 need to ask the question under the Eleventh
22 Circuit rule to get it done the right way.

23 MR. BASNUEVO: Go ahead.

24 BY MR. DAHL:

25 Q. Ms. Monasterio, of the 600 --

1 MR. BASNUEVO: 70.

2 BY MR. DAHL:

3 Q. -- 70,000 thousand dollars you received in
4 your settlement with Mr. Israel, first, is that
5 number -- or strike that.

6 Of the \$670,000 of your settlement with
7 Mr. Israel, has a portion of that sum been
8 segregated to resolve outstanding lien claims for
9 your health care providers?

10 MR. BASNUEVO: I'm going to instruct the
11 witness not to answer because that invades on
12 attorney-client privilege and the issues
13 between attorney and client about management of
14 the trust account and settlement proceeds.

15 MR. DAHL: I disagree. I'll respect the
16 instruction. I'm not going to go through the
17 whole understanding and everything else, nor
18 will I need it translated because you're not
19 even going to let it get there.

20 BY MR. DAHL:

21 Q. No. 2, is it your understanding that there
22 are -- has there been any negotiations on your
23 behalf with Rawlings pursuant to which
24 representatives on your behalf have advised that it
25 will be compensated and fully paid out of the

1 proceeds from the settlement with Mr. Israel?

2 MR. BASNUEVO: I'm going to instruct the
3 witness not to answer on the basis that that
4 is -- reveals attorney-client communications
5 between me and her and work that I have done on
6 her behalf.

7 MR. DAHL: Fair enough. I will respect
8 that. With the same understanding we're not
9 going to get into a fight that I haven't done
10 it the right way, Mr. Basnuevo, do we agree
11 we're trying to do this just to make it clean
12 and right?

13 MR. BASNUEVO: I hear you.

14 MR. DAHL: Fair enough.

15 With that, I have no further questions
16 subject to the right -- reserving the right to
17 come back to address on the questions that she
18 has been instructed not to answer, if
19 necessary.

20 MR. BASNUEVO: Sounds good. We will read.

21 THE STENOGRAPHER: Are you going to order
22 the transcript?

23 MR. DAHL: I will. Can I get it in a
24 week?

25 THE STENOGRAPHER: Sure. So Tuesday the

1 14th.

2 Would anyone else like to order a copy?

3 Okay. Thank you.

4 (Thereupon, the taking of the deposition
5 concluded at 6:11 p.m.)
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

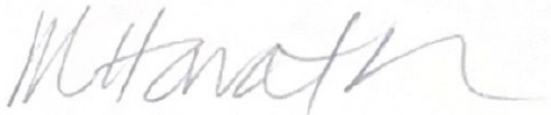
CERTIFICATE OF OATH

STATE OF FLORIDA

COUNTY OF ST. LUCIE

I, MARYKAY HORVATH, RMR, CRR, FPR,
Notary Public, State of Florida, certify that
KARINA MONASTERIO remotely appeared before me on
March 7th, 2023, and was duly sworn.

Signed this 14th day of March 2023.



MARYKAY HORVATH, RMR, CRR, FPR
Notary Public, State of Florida
My Commission No. HH 253603
Expires: 5/29/2026

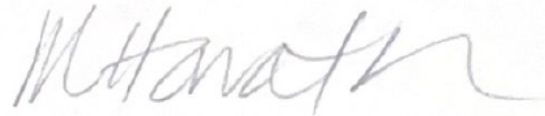
CERTIFICATE OF OATH

STATE OF FLORIDA

COUNTY OF ST. LUCIE

I, the undersigned authority, certify
that CARLOS RIVERA NAVAS, Spanish interpreter,
remotely appeared before me and was duly sworn on
the 7th day of March 2023.

Signed this 14th day of March 2023.



MARYKAY HORVATH, RMR, CRR, FPR
Notary Public, State of Florida
My Commission No. HH 253603
Expires: 05/29/2026

CERTIFICATE OF REPORTER

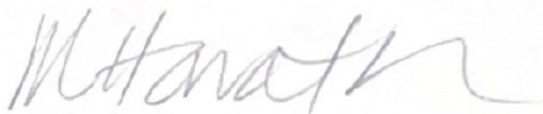
STATE OF FLORIDA

COUNTY OF ST. LUCIE

I, MARYKAY HORVATH, RMR, CRR, FPR, do hereby certify that I was authorized to and did stenographically report the foregoing deposition via Zoom of KARINA MONASTERIO; that a review of the transcript, pages 1 through 169, was requested; and that the transcript is a true record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

Dated this 14th day of March, 2023.



MARYKAY HORVATH, RMR, CRR, FPR

Page 173

ERRATA SHEET

DO NOT WRITE ON THE TRANSCRIPT

ENTER CHANGES ON THIS SHEET

MONASTERIO V UBER

Deponent : KARINA MONASTERIO

Date of : March 7th, 2023

Case No.: 0:22-cv-61795-KMM-LFL

PAGE	LINE	REMARKS
------	------	---------

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Witness

Dated this _____ day of _____, _____.

Job No.: 5789818

1 JAVIER A. BASNUEVO, ESQ.
basnuevo@robertspa.com

2
3 March 14th, 2023

4 RE: Karina Monasterio v. Uber Technologies, Inc., Et Al.
3/7/2023 - Karina Monasterio - Job# 5789818

5
6 The above-referenced transcript is available for
7 review.

8 Karina Monasterio should read the testimony to
9 verify its accuracy. If there are any changes,
10 Karina Monasterio should note those with the reason
11 on the attached Errata Sheet.

12 Karina Monasterio should, please, date and sign the
13 Errata Sheet and email to the deposing attorney as well as
14 to Veritext at Transcripts-fl@veritext.com and copies will
15 be emailed to all ordering parties.

16 It is suggested that the completed errata be returned 30
17 days from receipt of testimony, as considered reasonable
18 under Federal rules*, however, there is no Florida statute
19 to this regard.

20 If the witness fails to do so, the transcript may be used
21 as if signed.

22 Yours,

23 Veritext Legal Solutions
24

*Federal Civil Procedure Rule 30(e)/Florida Civil Procedure
25 Rule 1.310(e).

[& - 26,030]

Page 175

&	12:21 48:18	20,000 66:25,25	61:1,3,8,10,14
& 2:4,9	12:30 48:13	67:4,13	61:22 140:11
0	13 136:25	20,041 66:19,22	141:8
01 3:17	13th 16:21	2010s 124:18	2022 3:17 10:8
05/29/2026	141 165:2	2016 16:21,25	11:5 15:21
171:15	141-62 165:2	17:10,17	16:10,13 21:22
0:22 1:2 173:5	143 3:5	2017 3:15 43:12	37:2,3 43:16,20
1	148 3:6	43:24 73:4 74:2	44:8 50:11,16
1	14th 169:1	74:16 75:1	51:10 56:11
1 3:11 12:19,22	170:10 171:10	79:20 142:9	57:12 59:25
13:3 16:24	172:19 174:3	2018 3:14 44:16	61:11,25 74:7
36:22 63:17	156 3:6	44:20 45:9,12	74:12 79:25
65:23 66:22	169 172:10	45:17 46:1,5,10	80:7,24 82:2
82:2 83:12	17.75 36:16	48:3,7 70:24	83:12 86:5
96:16 97:5	43:12	71:1,9 72:4	89:11,19 103:24
100:19,24 101:7	170 3:7	79:16 80:14	107:5 110:7,15
101:22 102:16	171 3:7	142:12 143:7,17	110:19 124:2,5
138:18 155:8	172 3:8	2019 3:13 66:12	124:10,13 143:7
172:10	173 3:8	66:13 67:15	143:17 149:3
1,300.06 67:19	17th 43:12	70:13,22 79:12	152:8 154:8
67:25	1988 12:10,14	80:14 142:17	160:23
1.310 174:25	1:00 48:17	2020 3:12 16:22	2023 1:18 37:2
10 107:11	1:11 49:21	35:2 50:11,16	74:5 170:8,10
10,000 142:9	1a 83:23	51:10 56:10	171:9,10 172:19
100 2:17 9:10	2	57:12 58:25	173:4 174:3
132:12	2 3:12 20:11	59:25 62:1	209-5463 2:11
10:26 1:19 4:1	43:8 44:16 56:7	63:10,11 64:15	20th 17:17
11 12:24 13:3	65:17 71:9	64:18 65:4,6	22 20:12,21
113 2:4	74:17 79:9,11	79:8 80:14	21:11,20
11:22 29:19	136:22 138:19	140:10 142:7,17	24 144:9
11:32 29:16	140:5 142:18	145:12 160:4	253603 170:16
11th 12:25	153:3 155:10	2020s 124:18	171:15
12 3:11	167:21	2021 44:16,20	26,000 137:6
1255 2:17	20 17:4	45:9,13,18 46:1	26,030 62:12,19
		46:6,11 48:3,8	63:11,19,23

[26,030 - access]

Page 176

64:3 65:6	3:07 85:13	6	9
27 18:1,3	3:44 104:8	6 3:16 81:24	9 90:12
27,000 142:12	4	82:4 150:12,15	90 3:18
27,005 71:2	4 3:14 79:17,19	6,483 70:22	95 112:5 113:13
27,015 71:9	90:12	60 9:9	113:25 114:1,25
27,015.15 71:14	4,000 66:24	600 166:25	954 2:18
29 100:14	4,631 73:5	6135 9:20	a
29961 170:14	40 48:14	61795 1:2 173:5	a.m. 1:19 4:1
171:13 172:23	42,000 142:18	627.7271 153:3	29:19,20
2:45 78:15,16	42,830 66:16	627.7272. 93:14	ability 4:6,17
2nd 127:3,7	442-1700 2:5	670,000 167:6	7:1 14:7 41:1,5
2s 142:17	45 39:9 140:8	6:00 162:14	49:2 138:7
3	45,000 64:16	6:11 1:19 169:5	166:7
3 3:13 79:13,15	137:1,5 142:4,6	6th 12:10,14	able 9:19 13:11
155:10	45,946 62:3	89:11,19 103:23	14:21 15:7
3,769 70:12	462-0330 2:18	110:7,14,19	28:10,11,13
3-5 151:10	5	123:1 124:2,5	29:25 33:9 39:5
3.5 82:24 151:22	5 3:4,5,15 16:25	124:10,13	42:12 52:14
3.5. 151:16	79:21,23	7	72:10 82:7
3/7/2023 174:4	5,638 68:4,9	7 3:18 90:8,11	90:25 106:11
30 39:8,8 85:12	5,726 73:7	147:12	123:14 130:16
132:13 174:16	5/29/2026	7,872 71:17	130:18,22 138:8
174:24	170:17	70 167:1	138:23
300 2:10	50 39:6 74:25	70,000 167:3	above 100:18
305 2:5 77:18	501 2:10	773 2:11	174:6
305,000 77:19	56 68:9	79 3:12,13,14,15	absolutely
31 137:1	5789818 1:25	7th 1:18 170:8	120:23 131:17
33024 9:21	173:25 174:4	171:9 173:4	accept 112:13
33134 2:5	5:03 134:22	8	accepted 111:18
33301 2:11	5:34 148:25	8 62:19 65:18,23	112:18
33442 2:18	5th 16:21 17:2,9	8,983 71:19,25	access 3:16
360 9:2 127:24		82 3:16	81:24 82:20
397 165:1			88:23 105:18
3:00 141:23			145:16,22

[accessed - aggregated]

Page 177

accessed 8:16 81:8	accounted 74:25	acura 27:19,22	addresses 56:8 83:12
accident 11:5 27:8,12,15,18 33:10 37:7 39:10,17 79:25 110:8,10,24 111:7,18 113:13 113:18 114:2,9 114:10,13 116:10,16 120:20 123:23 124:1,16,22 125:6,15 126:25 132:17 135:24 136:7 145:13	accounting 18:18,20,25	adams 2:19 3:5 21:9 26:2,7,13 26:20 29:18 54:7 58:5 82:11 82:13 84:22 87:17 95:8 99:20 108:15,17 109:12 142:25 143:2,11,14 145:20 148:1,10 148:24 149:1,21 150:7 151:1,5 152:14 153:4,19 154:3,25 155:11 155:19 159:15 163:14 165:13	adjuster 19:22
	accuracy 174:9		adjustments 25:5
	accurate 4:16 21:12 23:17 56:21 57:9 63:6 130:10		administered 164:23
	accurately 17:1		administering 164:6
	accusations 69:7		admit 166:7
	acknowledge 81:2,7		admitted 78:19
	acknowledged 88:10		admittedly 26:10
	acknowledgm... 81:18		advance 164:12
accommodation 39:12,19	acquaintances 16:18 46:7,8	adapting 40:17	advances 125:14
accommodati... 40:13	action 172:17 172:18	add 64:24 67:12	advertising 67:18,25,25 68:1
accord 27:21,23 28:1,18,19 29:24 30:3,6,18 30:19 31:3,3 34:8,20 35:2 160:5	activity 39:2	added 65:17	advised 88:18 167:24
	actual 38:5 56:4 56:13 62:13 66:5 93:16 123:22 130:17 130:20	addendum 83:5 83:11,17,17 84:8,13,20 87:22 152:2,11	aesthetic 136:12 136:13,17,18
account 67:10 72:24 75:6 166:16 167:14	actually 22:2 59:13 62:11,12 84:21 89:7 121:3 128:12 130:23 135:20 136:8 146:3 151:5 157:18	addition 44:15 135:14	affirm 4:4,15 48:25
accountant 61:6 62:21 63:1,2 64:8 65:9 68:24 69:1 75:25		additional 19:9 63:9 74:15 129:10 140:21 140:25	affirmatively 98:16
accountant's 68:12		address 9:16,23 10:1 43:9 111:24 168:17	afford 45:8 88:13
		addressed 83:18	afforded 102:24 103:8 106:22
			agent 15:10 88:24
			aggregated 58:22

[ago - apologize]

Page 178

ago 22:5 25:14 27:9 34:9 124:20 127:22 agree 49:19 97:23 99:13 120:3 132:18 162:24 168:10 agreed 84:13,21 93:5 103:14 agreeing 107:16 agreement 3:16 76:18 81:25 82:15,20 87:11 87:13,22 88:10 88:23 89:7 95:21 103:23 147:21 agreements 81:3,6,7,10,13 81:17 ahead 42:9 66:2 71:20,21 163:17 166:23 aid 130:21 airbag 42:12 136:6 airport 111:21 112:3,9 akins 2:9 al 174:4 albeit 132:19 alleged 100:14 108:22 allow 42:1,19 115:14	allowed 81:3 almeria 2:4 alter 102:24 alterations 25:12 amazon 35:22 35:24 36:1,9,17 36:24 37:8,12 37:18,22 38:4 38:25 39:5,12 39:18 40:12 43:6,11,20,24 44:3,7,13 60:9 60:10 64:18,19 64:20 70:17,18 71:6 80:2 142:17,18 143:24 144:4,8 144:9,16 amended 68:19 amending 138:14 amount 8:3 39:9 47:13,13,15,17 47:25 48:5 51:14,23,24 52:3,7,17 53:10 61:5,7 64:5 70:13 71:11 77:16 83:18 99:15 106:5,9 106:15 139:18 139:19 142:15 147:3 152:19 157:21,24 158:8	161:21 162:22 163:3,5,6,7 164:19 165:3,17 amounts 51:15 52:13,19 53:8,9 54:12,21 88:25 149:12 160:16 160:21,21 161:9 161:23 162:5,6 162:23 ample 52:14,17 amplified 103:3 amscot 164:11 amsure 164:17 angelica 10:4,4 10:6 18:5 angelica's 11:10 11:12 animal 111:15 ankles 42:13 131:10 answer 5:23 6:3 6:21 13:12 21:5 21:20 23:20 26:19 32:10 33:23 34:16 35:10 42:5,9 53:2 56:3,12 57:8,18 58:19 59:3,11,23 66:4 68:15 74:16 76:9,10 84:23 86:22 92:18 93:16 108:3 136:21,24	149:23 153:6 155:14 158:2 159:7 162:17,21 166:1,3 167:11 168:3,18 answered 13:6,9 13:18,18 34:9 43:15,25 74:6 74:11 106:23 162:3 answering 13:10 21:7 93:25 answers 3:11 12:20 16:19 22:4 43:7,19 50:9 56:7,19 57:1,4 59:16 104:13 105:10 125:20 136:21 antonio 11:25 12:8 anybody 100:5 120:23,23 121:18 anymore 145:5 anyway 141:16 apartment 14:13 apologies 8:4 54:16 61:20 143:10 apologize 80:10 112:22 144:22
--	--	--	---

[app - automatically]

Page 179

app 50:10 51:12 54:24 80:4,20 80:21 81:1,8,16 82:17 86:6 89:5 89:13,18,22 96:18 100:15 104:14 105:11 112:10,11,14,19 113:1,2 143:7 143:17,20 144:13,15 145:16,22 146:4 149:7,10,17 153:25 154:14 154:16 160:14 160:20,24 apparently 75:15 162:16 appear 87:15,21 90:20 appearances 2:1 appeared 170:7 171:8 appearing 2:1 appears 12:24 16:5,24 67:1 applicable 83:11 application 50:7 52:7 81:14,15 81:18 82:1 110:14,18 applications 8:16	apply 118:4 appointments 126:10,15 127:5 134:4,8 appreciate 29:7 29:14 109:4 approaching 114:13 118:12 approve 63:3 approved 68:14 97:12 approximately 57:12 apps 52:10 54:11,20 55:18 144:4,5,5,11,15 144:17 april 37:5,7 arcila 2:24 78:18 79:3 area 12:8 19:18 114:4,6,14 136:3 163:12 areas 7:2 argue 141:17 argumentative 52:21,24 93:11 arises 22:18 arrive 17:18 arrived 17:4,17 121:5 aside 18:13 19:8 20:5 22:3,22,23 25:11 30:18 43:6 65:24	77:11 121:18 134:11 165:17 asked 34:13,15 40:11 43:8 61:16 75:6 84:7 84:20 92:21 94:18,22 105:3 105:4 106:23,25 108:20 112:7,21 113:2 115:7 119:8 125:12 141:9 144:23 150:16 158:2 159:18 162:2,11 asking 21:1 46:21 65:24 80:11 82:8 93:19,24 121:21 122:15 150:15 asks 20:12 103:3 asserting 75:8 assigns 112:11 112:15 assistance 15:12 130:12 assistant 128:9 128:12 assume 6:4 assumed 99:8 assumption 95:6,20,23 96:6 96:8 assumptions 103:25	asylum 17:22 attach 63:18 66:23 attached 3:22 66:21 120:2 150:10,12 174:11 attempted 150:5 150:18 152:7,12 attempts 121:2 attend 41:8 attendant 18:9 18:10,14 attention 55:23 attorney 7:11 7:13,20 8:9,22 8:25 13:13,15 13:20 61:19 98:9,10,10 158:2 160:18 167:12,13 168:4 172:14,16 174:13 attorney's 8:21 157:25 159:21 august 16:21 authority 171:6 authorization 83:7 152:5 authorized 172:7 auto 83:1 151:24 automatically 152:24 153:14
--	---	--	---

[automobile - behalf]

Page 180

automobile 86:16 88:12 152:18,25 153:14 155:16 available 33:14 47:10 54:12 55:19 83:13,24 84:9 89:14,15 151:7 161:11 174:6 avenue 2:4 average 142:14 aware 141:5	background 9:15 23:8 backlog 49:12 badger 162:13 bag 133:7,11,15 134:13 bank 72:24 bankruptcy 23:3 bar 94:8 barrier 114:17 114:18,23 base 149:14 based 41:16 51:16,19 68:15 86:22 91:6,7 95:20 96:8 147:7 162:7 basically 15:15 41:15 75:6 111:2 123:12 130:17 basis 64:3 91:3 91:5 92:10,12 107:23 156:12 168:3 basnuevo 2:4,6 2:6 3:6 7:8 9:2 9:4,5,9 20:25 21:8 22:9 23:15 23:25 24:8,12 24:18 26:5 27:20 28:22 29:3,14 32:7,13 32:22 33:16,21	34:10 35:8 36:4 40:14 41:20 42:4,24 44:2 47:14 48:14 49:8,15,18 50:20 51:3,7 52:11,20 53:3 54:22 55:4 56:3 56:12 57:6,16 57:19,23 58:7,9 58:11 59:1,19 60:1,17 61:10 62:5,15 63:12 63:24 64:7 65:7 66:3 68:21 69:9 69:12,15 72:12 73:17 74:18 75:17 76:7,16 77:8 78:1,10 82:5 85:7,14 87:3 88:6 90:5 91:11 93:2,9,19 94:4,10,16 95:7 95:12 96:4,11 96:19 97:8,16 99:11 100:25 101:8,23 104:2 104:22,25 106:2 106:13,23 107:12 108:1,10 109:24 111:13 113:16 115:7,13 115:18,22 119:1 120:3,5 135:17 137:8,13 138:3	138:4,10,18 139:1,7,15 140:12,18 141:2 141:4,9,13,16 142:19,24 147:24 148:12 148:13,15,19,22 149:22 150:1,9 150:13,23 151:3 151:8,12,17,21 152:16 153:5,10 153:11,21 154:6 155:1,12,23 156:17,25 157:13 158:3,11 158:17,22 159:5 161:14 162:1,9 163:9,22 164:7 164:10,14,20 165:5,9,19,24 166:13,23 167:1 167:10 168:2,10 168:13,20 174:1 174:1 bathroom 29:9 beach 2:18 bear 84:2 becoming 109:15 began 4:1 beginning 17:9 58:24 96:21 behalf 2:3,8,15 167:23,24 168:6
b			
b 83:23 back 5:21 8:15 9:12 26:7,16,21 29:15 32:17 36:13 39:11,16 39:18 40:11 48:12,17 49:25 75:7 78:15 85:12,14 92:20 94:21 100:9,11 100:12 102:12 106:7 108:19 112:23,24 121:13 122:23 124:2 125:23 128:8 135:4 136:10 141:18 150:14 162:14 168:17 backboard 122:3			

[belief - car]

Page 181

belief 91:7 92:10,12 94:23 107:24 109:6 147:20 beliefs 93:12 believe 37:7 51:13 52:2 56:24 72:5 80:22 86:13 91:20,22 92:5 92:16,22 99:4,6 105:21 110:20 111:25 126:1 127:21,21 135:11 143:24 145:11,12 146:25 147:7 believed 89:1,15 163:15 believes 101:15 belongs 27:3 benefits 44:13 50:6 125:7 berating 57:8 best 4:6,17 7:1 7:25 49:2 better 53:19 big 56:1 65:20 bigger 53:15,16 54:1 65:22 bills 144:22,24 163:16 164:2,4 164:22 165:1 166:7	birth 12:10,14 bit 144:21 blocking 165:22 blood 122:14 blow 82:7,8 bodily 86:16 102:17 152:20 157:24 158:8 159:2,19,24 161:18 body 40:16 41:24 42:1,21 119:3,11 131:8 131:9 134:18 body's 42:18 bold 26:11 bolstering 115:5 bone 128:15 books 9:8 born 18:5,6 bought 14:16,17 14:24 15:21,25 25:2 28:9 boulevard 2:10 bound 9:7 brace 130:18 bracho 46:25,25 brake 117:1 118:20 brakes 118:5 break 6:18,22 29:3,7,11,25 48:15 104:5 123:2 158:21	breaking 159:4 brief 104:5 156:3 163:13 briefly 85:13 134:21 bring 42:11 bringing 137:20 britney 56:2 broke 29:23 50:3 79:5 104:11 134:25 135:22 136:8 broker 15:10 broward 21:23 buckle 130:15 bumper 117:17 117:21 bunch 122:12 122:21 bunny 86:2 business 62:14 63:9,17,22 64:5 67:3,24 68:4,5 70:3,9 71:17 72:7,10,15,22 73:1,7 80:16 137:7,23,25 138:1 139:20 businesses 56:8 80:16 buttrick 125:20 125:22,25 126:7 126:11 128:11 buttrick's 128:13	buy 14:15 25:24 28:6,7 buying 15:9 c c 18:25 63:18 66:21,23 72:17 138:25 cace22-009088 21:22 calculation 138:11,16 140:10 142:15 calendar 61:1 call 49:13,17 101:9 121:2 calling 120:24 calls 121:10 154:21 cancel 83:6 152:3 capacity 40:2,8 75:9 car 23:9,11,13 23:21 25:21,24 26:25 27:9,11 27:15,17 28:7,7 45:8 67:14 70:11,15 71:19 71:25 72:3,7,11 107:25 116:19 116:21,21,24 117:3,12,12,16 117:17,21 118:19 119:7,12 121:15,17,23
---	--	---	--

[car - cleaned]

Page 182

124:23 160:4,10 160:11 carabobo 18:19 18:20 care 32:1 76:6 128:3 133:23 134:2,6 135:1 167:9 career 19:2 careful 138:19 cares 24:11 carlos 2:22 4:7 4:10 171:7 carried 30:13 31:9 45:25 carrier 29:24 30:3 77:8 148:8 160:9 164:15 carry 31:6 34:7 158:7,25 cars 30:22 31:7 31:9,11 116:7,9 case 1:2 8:17 21:21 75:9 77:9 125:13,15 141:23 165:18 173:5 catheter 133:6 133:11,13,15,15 134:14 caught 26:16 caused 122:25 123:3,6 154:20 155:4,18	cavanaugh 113:10 center 117:12 126:20,24 127:7 certain 40:17 41:18 42:20 94:25 116:4 157:1 certainly 17:7 27:14 39:15 40:5 47:23 54:17 67:22 69:21 70:6 71:12 74:10 89:17 96:3 99:19 103:20 104:6 109:20 110:17 113:22 116:13 117:19 119:20 124:8 certificate 3:7,7 3:8 90:12,16 102:13,23 147:11,17 149:15 154:15 161:5 170:1 171:1 172:1 certified 1:24 4:8 49:9,13,20 certify 170:6 171:6 172:7,13 certifying 13:6 challenged 115:17	chance 9:5 19:23 116:23 change 9:13 16:14,16 36:19 50:8 51:10,14 51:16,20,25 83:5 102:24 131:11 152:3 changes 25:8,12 37:25 173:2 174:9 changing 51:21 80:19 132:21 character 115:15,20 characteristic 69:4 characterization 77:9 100:3 characterize 14:6 check 85:10 160:20,21 checked 138:22 141:2 cheek 24:14 chest 120:10 131:3 chevy 25:13 28:4 chiropractor 127:10,20 128:2 choice 41:15,21 41:25	choose 83:1 112:14 151:23 chose 99:13 church 73:15,23 74:20,21 circuit 21:22 166:22 circular 109:5 city 114:1 152:11 civil 174:24,24 claim 75:8 90:15 94:13 125:6,10 137:20 139:9 claimed 65:18 67:23 claiming 64:3 134:15 135:3,23 136:25 137:23 claims 125:16 167:8 clarification 8:3 9:18 27:21 165:16 clarify 61:13 127:2,14 130:2 133:2 clarifying 99:21 164:1 claus 86:1 clean 111:14 168:11 cleaned 74:21 74:24
--	---	---	---

[cleaning - considered]

Page 183

cleaning 73:12 73:14	comes 117:24	94:13 101:12,18	conclusion 154:22
clear 99:23 100:11 143:5	comfort 14:1 104:5	109:18 149:4 152:18	concrete 114:17 114:17,23
clearer 57:13	comfortable 13:24 52:9,15	compensate 154:10	condition 39:19 39:23 40:13,18
clearly 39:14 53:19 87:5	91:15 99:17 101:17 102:3	compensated 167:25	129:14 157:2,18
client 66:4 69:4 69:6 167:12,13	110:6	complaint 3:18 90:1,11 100:12	conditions 82:21 103:11
168:4	coming 26:16 76:14 105:1	100:14 101:3 107:3,12 113:9	116:6
closer 113:14	116:22 156:6	147:13	conduct 141:21
closest 114:16 114:22	commending 94:17	complete 79:7 120:17 123:13	cones 116:24 117:4,8 118:17
closing 166:16	comment 66:8	completed 174:16	confers 102:22
collision 88:13 149:2 154:7,19	commentary 93:21	completely 40:1 83:15 86:13	confident 101:12
155:4	commenting 94:17	130:15	confidential 3:17 77:2
colloquy 22:10 57:21 58:2	comments 62:7	compound 54:22	confidentiality 76:17
60:18 62:7	commission 170:16 171:15	comprehensive 88:13	confirm 103:16
139:10 140:1,15	committing 137:20	compression 122:23 123:20	confirmed 45:24
166:19	communicatio... 168:4	concept 91:19	confused 7:3
colon 10:14,15 10:17,20,23	community 26:6	concern 13:16	confusion 59:4 163:13
11:7,10,17,20	companies 55:7 55:12 60:16	concerned 76:17	connected 172:17
colostomy 133:7 133:10,15	company 1:9 2:8 28:18,23	concerning 13:25 88:24	connection 8:17 15:8 22:21
134:13	53:16,17,18,20 53:25 54:2 60:5	129:18 166:6	109:1 134:15 136:6
combined 102:16	60:7,11,14 70:11 91:16	concluded 169:5	considered 174:17
come 42:11 48:12,16 78:15			
109:6 140:22			
144:10 168:17			

[contact - coverage]

Page 184

contact 88:23 116:19 156:6 contained 90:1 91:6 contains 82:20 98:15 contents 96:8 continue 57:24 continuing 6:6 19:9 23:8 42:5 contract 150:17 contractor 85:10 99:24 conversation 7:19,22 8:8 conversations 7:10 120:19 121:18 cool 78:24 copies 103:16 103:24 174:14 copilot 124:24 copy 169:2 coral 1:20 2:5 corporation 1:7 1:8,9 correct 13:7 14:19 16:7,10 19:13 20:3 21:2 32:6,21 41:8,13 41:19 43:13,21 47:7,9 50:12 51:1 55:3 56:21 58:25 59:21,25 62:3,4,14 66:13	66:14,16,17,19 66:20 67:1 70:17 71:2,3,6,9 71:14,17 72:1 73:5,8 75:16 82:18,22 83:9 83:13,20,24 84:10,17 86:17 86:20 87:2 89:7 89:23 91:10 95:17,19,24 96:10 97:15 100:20 102:14 102:18 103:12 103:17 104:1 107:13 112:20 113:6 116:3 117:5,9 118:2,3 125:2 126:15,16 127:24 129:5,6 132:25 133:18 135:5,15 137:2 137:7 142:7,10 142:12 143:7,20 144:1 150:6,19 150:25 151:2 156:6,10,11,16 156:24 157:7,8 157:12,16,17 158:10 corrected 24:3,3 correctly 4:11 44:17 49:6 99:5 103:1 121:4 132:24 147:16	cost 67:19 costs 33:7,7,8 counsel 7:10 8:4 12:11 40:3 47:21 54:14 71:11,21 103:18 119:18 143:8 150:20 153:7,8 156:14 159:18 163:17 172:14 172:16 counsel's 22:10 60:18 62:7 counselor 91:25 95:25 98:19 103:2 104:4 116:11 145:17 counting 159:8 159:9 country 36:5 counts 22:15 county 21:23 170:4 171:3 172:4 course 87:8 101:14 108:11 119:10 148:6,9 court 1:1 20:6 21:23 26:18 49:9,10 58:15 58:17 69:10 141:2 166:12 courtroom 154:24	cover 33:6,7,8 33:10,24,25,25 34:2,4 38:13 86:12 87:5 90:25 165:23 coverage 30:7,8 30:16 31:12,17 31:23,24 32:4,6 32:20,21 33:1,4 33:5,13,20 34:7 34:11,17,19 35:1,5 45:4,11 45:19,25 46:5 46:10 47:4,7,10 47:18,19 48:1,6 50:6,14,17 51:10,17,18,24 51:24 52:8,14 52:14,18,19 53:13,20 54:21 83:3,13,22,24 84:9,12,17 85:4 85:21 86:4,10 86:20,25 87:21 88:15,25 91:15 91:24 92:8,23 95:11,16,24 96:7,17 97:6 98:17 99:1,9,16 100:17,23,24 101:7 102:8,10 102:18 103:8 104:15,15,17 105:11,12,13 106:10,22 107:9
--	--	--	---

[coverage - dahl]

Page 185

107:22,24,25 108:4,8 109:2,3 109:11 110:1 113:3,4,5 146:17,20,22 147:1,3,16,23 148:3 149:6,11 149:18 150:6,18 150:25 152:1,8 152:10,13,23,25 153:14,24 154:10 155:17 157:22,24 158:8 158:9 159:1,23 159:24 161:12 161:18,22 coverages 94:25 102:24 107:7,19 107:20 108:24 151:6 covered 87:7 91:17 92:16 95:2,3 97:5 100:13 102:4 109:10 137:4 147:5 161:1,6 covering 32:1 38:16 created 123:23 cross 3:5,6 143:1 148:14 crosses 117:25 crr 1:23 170:5 170:15 171:14 172:6,24	cruel 29:11 crushed 136:4,5 current 9:16 16:4 17:20 39:22,25 77:13 126:15 165:4 currently 8:19 10:11 19:12 23:9 25:10 35:15 76:3,15 90:12,17 130:24 133:6,23 134:4 134:7,8 cut 94:19 96:21 cv 1:2 173:5 d d 3:1 dahl 2:12 3:5,6 5:7,10 7:12 8:5 8:7 9:3,7,11,22 12:13,17,23 20:17 21:3,10 21:17 22:11,20 23:22 24:4,11 24:15,19,23 26:3,8,17,22 27:24 29:2,6,17 29:21 32:9,16 32:24 33:18,22 34:12 35:9 36:6 36:7 40:5,6,24 42:2,8 43:5 44:6 47:16,23,24 48:11,16 49:25 50:2,25 51:4,8	52:16,22 53:1 54:5,9,17,18 55:1,10 56:5,15 57:15,17,22 58:1,8,10,18,20 59:2,22 60:12 60:19 61:15 62:10,17 63:14 64:2,14 65:12 66:2,9,11 69:5,8 69:11,13,21,22 71:12,13,22 72:14 73:24 74:23 75:22 76:8 77:4,22 78:5,13,23 79:5 79:12,16,20,24 81:22 82:9,12 82:14 84:6 85:5 85:16,17 87:9 87:18 88:8 90:2 90:6,9 91:18 92:3,4 93:3,14 93:24 94:2,8,14 94:20 95:5,9,14 96:3,5,13,23 97:1,13,19 98:21,22 99:12 100:5,8 101:2 101:20 102:11 103:5,7,20,21 104:6,10,21 105:3,5,9 106:6 106:16,24 107:2 107:14 108:2,16	108:18 109:13 109:14 110:3 111:14,16 113:22,23 115:4 115:10,14,20 116:1,13,14 119:5,20,21 120:3,6 121:10 121:12 127:4,17 130:6 133:5 134:21,24 135:18 137:10 137:19 138:10 138:22 139:4,8 139:13,25 140:5 140:14,24 141:1 141:7,11,14,24 142:3,22 144:23 146:21 147:21 148:18,20,23 149:19 150:12 150:16 151:10 151:14 153:2,17 154:2,4,21 155:6,20,25 156:2,20 157:3 157:15 158:5,13 158:19,24 159:6 159:16 161:16 162:4,18,20 163:11,18,25 164:8,12,17,25 165:6,11,14,15 165:21,25 166:20,24 167:2
--	---	--	--

[dahl - dipping]

Page 186

167:15,20 168:7 168:14,23 dahl's 69:3 147:12 damage 30:10 30:12 86:16 102:17 117:20 152:20 damages 31:25 155:18 dan 127:10 darwin 11:13,14 dash 44:15,19 44:24 45:2,3,7,9 45:12,15,18,24 46:4,9 47:1,3,19 48:2,7 50:5 52:7 53:4,16,20,23 54:2,11,19,23 55:5,7,8,13 67:1 68:5 70:2,8,16 72:18 106:20 144:18 161:25 date 12:10,14 16:23 36:20 37:1 146:1 173:4 174:12 dated 172:19 173:24 dates 43:9 56:8 daughter 10:2 10:24 76:6 daughter's 10:3 48:9	day 36:24 93:21 110:21,23 123:1 144:9 154:24 170:10 171:9,10 172:19 173:24 days 37:11 174:17 dc 1:8 dead 121:9 dealer 26:24 dealership 25:3 27:2,6 28:9,12 death 86:15 152:20 december 43:16 43:20 deciding 154:1 decision 41:16 52:5 declare 173:21 declared 149:17 declaring 137:25 deduction 65:22 66:18 72:7 138:6 deductions 65:18 137:15 139:21 deerfield 2:18 defendant 2:8 2:15 20:14,16 defendants 1:11 107:6,8 108:23	definitely 53:6 101:18 degree 19:2,4 delayed 19:7 delgado 126:18 127:6 deliver 28:11 delivered 25:6 deliveries 44:21 44:21,22,23 46:14 64:24 65:3 144:12 delivery 65:2,17 67:9 144:5 demand 3:18 denied 94:13 density 128:15 departments 38:13,15 60:9 depending 160:8 deploy 136:6 deponent 4:14 173:4 deposing 174:13 deposition 1:13 5:11,14 6:12,17 7:5,7,15 8:12,15 8:20 9:14 36:22 81:23 169:4 172:8 describe 83:4 129:20 described 33:19 152:2	despite 59:16 72:7 147:20 destination 112:4 determination 41:18 162:7 determine 89:19 94:6 128:25 156:13 develop 108:6 developed 166:12 device 121:25 die 119:4 difference 32:6 32:20,25 33:3 33:14 differences 132:2 different 32:5 33:20 36:5 37:25 38:12,14 39:11 51:18 55:6,7,12,12,13 60:9,16 73:13 86:19 94:11 130:21 137:7,16 154:12 156:21 158:14 159:12 160:8 difficult 65:16 digital 3:21 digress 94:9 dipping 140:8
---	--	--	--

[direct - duty]

Page 187

direct 3:5 5:6 directly 86:6 disagree 77:9 141:24 142:1 167:15 disagreeing 77:10 disclose 7:9 75:23 76:23,24 150:17,24 152:6 152:12,17 disclosed 76:20 discloses 150:4 disconnect 46:15 56:1 165:1 discoverable 166:14,17 discovery 76:13 discretion 82:25 151:23 discs 123:21 discussing 121:7 displace 155:8 displaces 154:23 disregard 26:15 dissolution 165:18 district 1:1,1 disturbances 19:6 divorce 12:5,7 20:2,4,5 22:3	divorced 12:3 divorcing 10:18 divulge 77:2 doctor 19:19 32:3 43:3 122:11,20 126:19 127:9 128:1,4 129:5 136:12,13,18 doctors 40:10 40:25 41:4 42:22 43:1 125:18,19 129:9 129:13 136:11 136:17 document 57:10 85:19,21 88:4 90:19 91:4,6 93:4 96:14 97:3 97:9,14,15,20 97:24,25 98:4,5 98:5,15,24 102:21 150:2 151:11,15,18 173:21 documents 3:22 8:12 14:18,22 14:23 15:4,5,8 15:13 96:9 139:3 140:21 149:20 doing 6:7 17:24 17:25 24:9,19 25:17 36:9 37:25 38:9	44:19,22 45:1,1 47:1 54:4 65:2,3 72:16 76:2 91:8 91:9 93:20 129:2 156:16 157:10 164:12 dollar 161:10,21 162:22 dollars 86:14,15 95:11 101:25 102:1,5,10 147:5,6,7,9 149:18 152:19 161:18 167:3 door 44:15,19 44:24 45:1,3,7,8 45:12,15,18,24 46:4,9 47:1,3,19 48:1,6 50:4 52:6 53:4,16,20,23 54:2,11,19,23 55:5,7,8,13 67:1 68:5 70:2,8,16 72:18 106:20 144:18 161:25 double 140:7 download 80:21 dr 125:20,22,25 126:7,11,18,19 127:6,10,11,20 128:11,13 drag 24:21 drive 25:22 67:9 99:14 106:12 115:3,10 146:15	154:1 161:24 163:4 driven 161:13 driver 22:14,23 53:24 80:21 81:2 82:1,18 83:20 84:15 97:7 99:15,22 100:1 107:4,16 109:16,21 110:6 149:7 driver's 19:12 drivers 45:19 46:1,5,10 47:4 48:7 54:3 67:9 86:4,10,25 87:1 100:15 150:4 153:25 driving 45:8,12 48:2 50:6,16 52:9,15 53:7,13 53:21 54:10,19 55:17 66:25 70:16 80:3 95:1 95:4 96:18 99:17 101:11,17 106:1,21 110:23 115:2 124:21 drove 50:10 duly 5:3 170:8 171:8 duties 37:21 duty 141:3,4
--	---	--	---

[e - exactly]

Page 188

e	144:18	employment	24:16,24 25:1,5
e 3:1 174:24,25	edge 137:21	43:9 56:9 75:14	25:13 28:4,5
earlier 22:12	138:12 141:20	75:21	equivalent
35:5 108:7	education 18:8	emptiness	138:16
112:8,22 119:8	18:16 19:2,7,8,9	120:17	errata 3:8 173:1
125:12 135:8	effect 82:2	emt 19:19	174:11,13,16
137:4 147:22	efficiently 5:18	ended 87:6	esq 2:6,12,19
150:16 156:8	either 16:17	116:22	174:1
161:6	20:14 31:10,11	endorsements	established
early 141:25	31:12 47:12	103:10	53:19
earn 61:3 138:5	50:15 54:13	ends 87:6	estate 15:10
138:7 139:23	76:6 89:13	english 4:5,6,11	estimate 8:1
earned 61:22	103:3,22 104:21	4:12 5:20 13:6	estimated 137:1
62:2,12 71:2,9	116:15 118:8	13:11,12,18,20	et 174:4
73:5,7 142:9	133:4 134:5	14:1,2,3,7,23	evaluated 134:1
earning 60:24	144:4,11,11	15:5,6,14 49:1,2	134:5
75:9 139:18,22	electronically	49:6,7 81:10,12	evaluations
earnings 62:13	3:21	enter 173:2	127:6
75:12 139:19	eleventh 166:21	entered 48:22	eventually
142:6	email 82:6	entering 147:21	121:15
easier 20:17	174:13	entire 67:15	everybody 6:8
easiest 5:14	emailed 174:15	70:13 72:4,7,9	24:5
east 2:10	emergency	72:11 117:25	everything's
easter 86:2	122:16,19	118:18	164:5
easy 20:19	emigrated 36:2	entirety 16:5	eviction 23:6
eat 48:15	36:4	72:3 132:22	evidence 115:15
eats 50:10,15	employ 40:12	entities 26:14	exact 7:25 36:20
51:12 52:6	employed 35:15	54:13 58:24	39:8,9 61:5,7
54:20,24 55:2,6	35:18 44:3,10	entitled 7:25	124:14,17 146:1
55:8,12,16,20	employee 99:23	64:6 76:13 78:2	exactly 7:23
55:22,23 56:10	100:4 143:5,16	78:8	80:22 95:18
57:11 58:22	172:14,15	equal 157:23	105:20 110:20
59:5,5,9,11,24	employers	158:8 159:2	110:22 111:1,10
60:3,7,10 72:18	43:10	equinox 23:12	111:24 114:5,9
80:3 106:4,21		23:12,21,23	120:11 122:24

[exactly - filled]

Page 189

126:1 146:12,14 exam 128:15 examination 5:6 143:1 148:14 156:1 162:8 examined 5:3 128:9,12 example 7:3 14:10 18:16 22:21 39:3 137:6 excellent 24:9 24:10 exclusions 103:10 excuse 58:3,4 67:20 92:11 140:2,2,3 execute 81:13 executed 82:17 103:22 exhibit 3:11,12 3:13,14,15,16 3:18,21 12:19 12:22 13:3 16:24 20:11 36:22 44:16 79:9,11,13,15 79:17,19,21,23 81:24 82:4 90:3 90:8,11 147:12 150:15 exhibits 3:10,21 existence 84:16 88:25	exists 86:1 exit 114:3,4,5,12 exited 48:20 49:24 expect 159:11 expense 67:18 68:3 expenses 66:25 67:14,23 68:10 71:20,25 experienced 124:2 experiencing 123:3 134:12 expert 155:7 expires 170:17 171:15 explain 32:13 33:3 66:10 75:12 78:12 explaining 44:11 explicitly 100:6 express 1:9 2:8 114:18,20,21,25 117:8 118:14 extend 102:24 extra 64:20,20 extremely 131:15 extremities 131:1 134:13 extremity 123:4 123:7 129:18	eyebrow 125:3 eyebrows 136:8 f face 26:12 fact 42:10 72:8 98:24 114:11 139:22 152:17 155:9 159:8 facts 173:21 factually 101:15 fails 174:20 fair 6:4 26:17 112:17 157:9 168:7,14 family 16:15,17 fan 56:2 fancy 9:3 far 46:22 130:7 141:13 fare 111:5 112:9 fast 115:2 118:10 father 11:10,12 fault 33:20 145:12 165:13 february 16:21 16:25 17:2,9,11 80:23,24 84:14 105:21 107:5 145:25 146:6,11 160:23 federal 49:9 63:4 141:1 174:18,24	feel 51:5 52:15 53:7,13,25 58:1 101:16 119:2 120:8,14 121:20 121:25 122:15 129:21 131:5,13 131:16,19 132:12 feeling 131:12 131:14,20 132:5 132:6,7,10,13 feelings 131:1 feet 131:16 felt 53:17,21 54:4 91:15 101:12,13,17 102:3 106:10 110:6 120:8,16 120:16 fifth 162:2,12 fight 166:3 168:9 figure 58:13 65:5,25 94:1 131:7,9 162:5 164:1 figures 138:12 file 68:19 73:1 80:16 125:6 filed 21:22 22:5 61:1 62:24 63:4 63:7 80:6 140:11 filled 68:24
---	---	---	--

[filthy - full]

Page 190

filthy 111:14	37:23 59:15,15	41:20 42:24	found 86:2
financially	59:18 83:11,18	44:2 47:14	foundation
172:17	86:5,11 97:7	52:11,20 54:22	115:16
find 65:13 76:13	99:14,17 100:18	55:4 59:1,19	four 19:1
85:25 88:3	101:22 104:17	60:1 62:15	125:19 135:5
101:6	105:14 107:21	63:12,24 64:7	162:11
fine 21:8 22:11	109:16,22 113:5	65:7 68:21	fourteen 10:7
24:6 46:19	144:19 148:3	72:12 74:18	fpr 1:23 170:5
48:16 66:9 92:3	150:6 152:8,11	75:17 76:7 87:3	170:15 171:14
141:11 155:13	152:13,25	91:11 93:10	172:6,24
165:21	153:13 159:1	95:7,12 96:4,11	fracture 135:15
finish 5:22 19:4	160:8,22 161:12	96:19 97:8,16	135:21
42:9	163:1 170:3,6	99:11 100:25	fracture's
finished 19:2	170:16 171:2,14	101:18,23 104:2	135:20
fired 44:4	172:3 174:18,24	106:2,13,23	fractures
first 5:3,13,16	florida's 51:18	108:1,10,15	135:23 136:1
5:19 7:3 11:7	fly 111:13	109:24 119:1	fraudulent
13:2 16:23	follow 155:25	124:2,6 137:8	138:17
17:14 25:18	following 4:1	142:19 147:24	free 51:5
28:10 56:18	20:13	149:21 150:7	friday 7:21
61:4 80:20	follows 5:4	151:1,3 152:14	friend 49:13
107:4 110:14,21	food 44:21,22	153:19 154:2,3	124:15,20,21
117:20 122:21	44:23 59:5	155:6,19,21	friend's 27:2
162:11,17 167:4	foot 129:23,25	156:17,25	friends 16:17
five 35:25	130:4,4 131:20	157:13 158:3,11	25:2 27:3,5 46:7
fix 24:5	131:20,21,24	158:17,22 159:5	46:8,12,18,20
fl 174:14	132:5,6,8,23	161:14 163:9	46:23 53:5 55:9
flavio 27:7	foreclosure 23:6	formal 18:15,15	74:20 120:25
flight 18:9,10,14	foregoing 172:8	19:8,9 75:20,23	front 116:21
florida 1:1,20	173:21	formation 120:4	117:11,12,13,17
2:5,11,18 9:20	foreign 1:7,8,9	formed 138:11	117:21,22,25
12:5 16:9,12	forgot 22:5 80:9	forms 122:12	fuel 67:11
20:8 21:23	form 32:7,14,22	fort 2:11 111:21	full 30:7,8 34:11
35:13,18,20	33:16,21 34:10	112:3,9	34:17 37:14
36:2,4,14 37:17	35:8 40:14,19		64:22 71:6,8,9

[full - hand]

Page 191

79:2 117:7 123:13 131:1 143:25 fully 167:25 function 129:18 133:9,21 fundamental 56:1 166:6 funds 77:14 further 93:6 102:21 103:8 142:22 168:15 172:13 furthest 114:24 fusion 135:5,7 future 126:8 129:11	101:8 girlfriend 124:20 give 4:16 7:1,8 28:7 43:2 61:6 61:19 62:21 63:1,2 64:9 116:23,25 148:16 161:17 164:16 given 5:14 77:18 129:7 140:12 gives 112:15 128:5 giving 8:20 46:23 glad 26:13 glitch 9:18 go 5:17,17 6:22 21:3 29:8,23 32:3,17 38:19 38:19 39:23 42:9,18 43:6 56:6 60:22 61:25 65:6 66:2 66:12 70:18,19 70:24 71:20,21 75:7,11,13 78:10,13,14 85:7,18,25 87:19 88:9 89:18 92:20 94:21 100:9,11 100:12 106:7 108:19 112:23	112:24 121:13 128:6 131:10 133:3 137:11 138:2 141:11,17 148:16 156:3 159:24 163:17 165:24 166:23 167:16 goes 13:22 63:7 66:23 going 6:3,24,25 7:8 9:12 12:17 12:18,19 20:10 21:3 24:7 26:15 29:10,12,23 36:21 48:11 50:8,20,25 51:4 57:7 58:18 60:23 66:7 71:16 73:25 77:23,24 78:7 79:8 80:12 81:22,23 82:13 85:3,15 91:16 92:16 101:16 102:12 111:4 114:18,20 115:14,23 116:3 119:4 122:14 123:14 136:9 137:16,17 141:16 143:4,19 150:14 161:1 162:15 164:4,5 165:25 166:9	167:10,16,19 168:2,9,21 good 5:8,9 6:15 57:15,22 58:8 115:17 139:14 139:16,17 168:20 goodbye 93:15 gotten 140:22 140:23 government 63:4 64:13 governments 19:16 gps 112:6 grabbed 120:24 graduate 18:22 great 78:25 82:12 gross 77:25 78:6 ground 5:17,19 139:14,16,17 guess 32:11,11 35:11 44:4 61:18 guilty 51:1,4 guyagos 27:7 guys 76:19 gyn 136:11
g			h
gables 1:20 2:5 gain 149:9 gaining 145:16 145:22 gears 9:13 15:16 35:12 50:8 80:19 132:21 geico 76:18,24 general 7:2 91:7 109:25 146:23 158:15 160:2 generally 87:19 88:2 157:21,23 159:19 generated 80:2 getting 7:2 13:23 65:22			habit 115:15,21 half 19:1 64:23 hand 4:3,14 48:24 85:10

[handicap - implied]

Page 192

<p>handicap 25:20 25:20</p> <p>happen 53:14 90:25 101:16 102:5,7 161:2</p> <p>happened 120:25</p> <p>happening 123:21</p> <p>happens 32:14 69:9</p> <p>harass 162:12</p> <p>harassing 58:14 69:6 137:14 141:19</p> <p>harness 119:16</p> <p>head 6:10</p> <p>heading 118:14</p> <p>health 44:12 70:1,7 165:8 167:9</p> <p>healthcare 40:7 41:11,17</p> <p>hear 39:14 46:17 67:21 74:8 83:14,15 96:21 104:20,22 168:13</p> <p>heard 122:3</p> <p>hearing 17:6</p> <p>held 36:13</p> <p>hello 46:17 104:22</p> <p>help 33:9 42:12 130:17,20</p>	<p>helped 13:13 15:1</p> <p>helping 15:1,1,4 121:8</p> <p>hereto 3:23</p> <p>hh 170:16 171:15</p> <p>hi 143:3</p> <p>high 18:16</p> <p>higher 64:16</p> <p>highest 18:8,15</p> <p>hip 131:21,22 131:23 132:8,22 135:15,16,19</p> <p>hips 131:9</p> <p>hire 40:12 98:9</p> <p>history 60:24 140:6</p> <p>hit 119:12 125:3</p> <p>hold 42:4,4 57:6 76:16 93:9 101:8 107:10 115:7 130:12,14</p> <p>holder 102:23</p> <p>holding 140:13</p> <p>hollow 120:16 120:17</p> <p>hollywood 9:20 10:24 14:12 113:14 114:3,4 114:12 122:8</p> <p>home 14:12 42:14 43:4 144:10</p>	<p>honda 27:19,23 28:1,18,19 29:24 30:3,6,18 30:19 35:2 160:5</p> <p>honest 52:12 61:7 65:8 106:14 111:9 166:13</p> <p>hood 117:22</p> <p>hope 5:13 20:23</p> <p>horvath 1:23 170:5,15 171:14 172:6,24</p> <p>hospital 122:5,7 122:12 128:13</p> <p>hour 8:1,5,6 29:10,13 36:16 43:13 48:12 110:25 112:1</p> <p>hours 42:15,15 64:20,20 141:22 141:22 143:19 144:9 148:21</p> <p>house 14:11,13 14:14,19,24 15:9,16,18,25 16:4 22:16 73:12,14 85:11 111:2</p> <p>huge 26:5</p> <p>hurt 42:13,14 136:2</p> <p>husband 11:1,4 15:24</p>	<p>hustle 72:6</p> <p>i</p> <p>idea 7:1 13:25</p> <p>identification 12:21 79:10,14 79:18,22 82:3 90:7</p> <p>identified 21:4 22:3 44:16 45:24 56:10 63:19 75:15,16 80:15 113:10 125:19 126:17 127:9</p> <p>identifies 84:9</p> <p>identify 21:5 29:23 64:4 74:14</p> <p>identifying 63:10</p> <p>ignore 155:13</p> <p>immediately 120:7 157:6</p> <p>immigrated 17:25 19:10</p> <p>impact 117:13 117:16,21 118:4 118:7,12,18,22 120:7 156:9,16 156:18,24 157:7 157:12</p> <p>impermissible 141:21</p> <p>implied 133:20</p>
---	--	---	---

implies 96:15	140:7 142:18	135:2 152:20	107:19 108:13
important 6:6	incorrect 33:2	157:24 158:9	108:14,24
53:24	57:14	159:19,24	109:17,23 110:1
improper 62:8	incur 33:8	161:18	125:7 134:16
93:20 94:16	independent	inputs 118:8	145:15,21 146:3
115:9 154:21	73:2 99:24	inquire 45:2	146:5,16,20
155:6,7 162:12	independently	insert 133:13	147:12,17 148:2
improve 133:20	100:22 101:5	inserting 93:11	148:5,8 149:15
improvements	indicate 146:19	instance 32:2	149:18 151:23
129:17	indicates 66:15	instruct 57:7,17	151:24 152:3,10
imputation 69:3	indicating 58:23	66:4 167:10	152:19 153:15
inaccuracy	individual	168:2	154:15 155:17
98:23,24	113:8,9	instructed	159:9,12 160:3
inaccurate	inference 77:7	168:18	160:7,9 161:5
68:17,19,23	infinity 30:4,6	instruction 7:9	164:15 165:8
69:2,6 98:3,15	30:16,25 34:24	167:16	insure 160:4,11
incident 132:15	inflammation	insurance 1:9	insured 28:5,19
include 30:9	123:10	2:8 19:22 27:25	30:25
67:14 68:1 69:1	information	28:3,8,17,18,21	insurer 76:20
75:25	12:16 13:15	29:24 30:2,5	88:20
included 68:13	89:12,23,25	31:6,9,14 33:19	insures 160:10
68:16 70:22	90:15	33:24 34:1,1,3,4	intellectual
92:24 136:21,24	informational	34:5,21,22	166:3
147:12 148:3	102:22	44:12 45:4,7	intend 68:19
152:24 153:14	initial 129:16	54:12,21 55:17	intentionally
including 31:3	injured 124:25	55:19 70:1,2,7,8	24:13
82:21	injuries 32:2	70:10,11 82:22	interested
income 33:6,14	123:18 134:14	83:1,6,13,18,22	105:23,25
63:17 64:17	134:17 154:18	83:24 84:12	172:18
65:17 73:8	155:5	85:1 86:17	interior 119:12
74:15,25 75:9	injury 41:13	88:12,24 89:12	internet 45:22
75:12 76:5	86:16 87:6	89:14,23,25	45:23 84:18,20
77:14 80:1,2,6	88:14 102:6,17	90:10,13,15,16	97:17,21 102:20
137:15,24,24	123:13,15,23	94:12 102:13	160:25
138:5,7,15	129:16 134:12	105:24,25 107:7	

[interpret - kattan]

Page 194

interpret 4:5,11 20:21 49:1,6 69:17 interpretation 23:16 57:9 73:18 96:22 105:3 113:17 interpreter 1:17 2:22,23,24 3:7 4:7,8,18 5:20,22 6:8 8:2,2 9:17 9:17,19 12:11 12:11 13:23 20:21,24 21:10 21:15 23:15,18 23:19 24:2,2,3,9 26:18 27:21 40:3,3 47:21 48:21 49:3,11 49:16,19 54:14 54:15 61:10,12 61:12 69:16,16 69:18,18,19 71:10,10,21 73:20,20,21 78:21,21,25 79:3 84:2,3 91:25 92:1 95:25 96:1,20 96:24,24 98:19 98:20 103:2,3,4 103:18,19 104:4 104:5,7,19,19 104:23,24 105:4 105:7,7 107:12	113:19,19,20 116:11,12 119:18,19 127:1 127:1,13,13 130:1,1 133:1,1 143:8,9,12,12 145:17,18 150:20,21 151:20 153:7,8 163:17 171:7 interrogatories 3:11 12:20 16:20 17:8 22:4 43:7,15 44:1 56:7,20 57:2,4 58:6 74:6,11 75:14 125:20 146:19 164:18 interrogatory 20:12 43:8 50:9 59:16 74:17 104:13 105:10 136:22,22,25 intervening 22:6 invades 167:11 invented 126:5 involved 20:6 22:7 23:2,5 38:16 63:23 110:8,10 111:6 116:10,16 125:5 ipolito 11:23,24 12:2	israel 21:4,21 76:19 77:14,17 145:11 154:20 155:3 156:14 167:4,7 168:1 israel's 155:16 issue 22:17 41:22 137:18 140:20 147:16 155:9 163:21 165:23 issued 19:16 issues 123:3,6 130:25 134:11 135:4 138:13 162:14 166:15 167:12 item 67:17 j january 3:17 15:20 17:17 80:23,24 82:2 83:12 84:14 105:20,21 145:25 146:2,6 146:11 javier 2:6 24:7 26:15 29:6 77:22 82:11 115:11 148:24 164:3 166:20 174:1 jesus 46:24,25 joanne 126:18	job 1:25 24:10 24:10 36:9 37:21,24 38:24 39:4,11,24 70:17,18 73:13 74:19 173:25 174:4 join 149:21 153:4,19 154:25 155:11 joined 78:18 jokes 148:24 jones 2:19 26:20 150:15 163:14 judicial 20:6 22:7 july 21:22 126:2 126:2,3,14 127:12 jumping 112:22 june 126:2,3,14 127:3,7,15,15 jurus 127:10,11 127:20 jury 3:18 154:23 k k 2:12 karina 1:4,15 3:4 5:2 21:20 149:2 170:7 172:9 173:4 174:4,4,8,10,12 kattan 2:23 48:21,23 49:5,8
---	--	--	--

[kattan - license]

Page 195

49:24 keep 82:13 85:15 99:21 109:4 115:23 kidding 148:20 kind 9:13,14 13:22 57:25 78:11 102:3,6,8 128:23 130:11 kmm 1:2 173:5 knee 131:23,23 131:24 knees 130:13,18 131:2,2,4,10,13 131:16 knew 50:4 158:6 158:9 163:5 know 6:1,18 9:6 20:17 21:1,14 22:14,15,16,17 22:18,19 26:8 27:1,3 31:14,15 31:16,25 32:1 33:7,8 34:4 43:1 43:4 44:10 45:15,17,21 46:3,13 48:10 48:11 52:13,17 52:22 53:11 55:13 57:19,20 57:23 58:15,15 58:16,18 61:16 63:25 64:1 65:8 65:9,10,24 67:8 68:12,18,25	75:3,18 76:22 77:2,23 78:9 91:15 98:9 101:17 102:2,6 102:7,9 106:19 106:24 110:1 113:13,24 114:4 115:12,21 116:2 119:13 120:11 120:25 122:13 122:13 124:17 129:22,23 132:11 134:19 135:25,25 137:4 137:14,19 138:20,24 140:8 140:20 144:23 145:4 147:2 148:23 156:23 157:10,21 160:7 162:10 163:10 163:22 164:14 164:19 165:12 knowingly 158:20 knowledge 155:20 knows 32:15 133:22 165:6 I I1 123:25 135:11 I2 123:9,15,16 123:19,23 135:8 135:11,20	I3 135:11 lack 155:10 lacks 154:4 land 36:6 lane 114:14,19 114:20,21,24 116:25 117:7,25 118:13,14,18 lanes 114:21,25 117:8 las 2:10 late 164:15 latest 164:20 lauderdale 2:11 111:21 112:3,9 law 34:3,6 107:7 107:21 108:5,9 108:24 109:7,17 109:22 138:24 146:20 158:21 159:4 lawsuit 20:15 22:4,15 134:15 lawyer 94:8 138:20 lawyers 2:16 lay 40:16,22 41:5,23 154:22 155:8,9 learn 47:17,25 48:5 154:8 leather 9:7 lebron 126:18 126:19 127:6	led 154:13 155:5 156:23 left 111:2 114:24 117:5 118:8 120:2 127:6 128:13 130:4 131:22,24 132:3,21 legal 14:18 20:1 154:22 174:23 legs 121:20 122:1,15 129:22 130:12,13 lender 14:25 length 150:3 leprechaun 86:1 letting 57:19,20 57:23 level 14:1,6 18:8 18:15 41:13 123:15,19 133:21 135:5 levels 104:15 123:18 135:7,9 lfl 1:2 173:5 liability 30:12 32:4,20 33:1,4 45:7 86:17 88:13 95:11 102:18 152:18 152:25 153:15 159:2 license 19:13 25:19
---	--	---	---

[licensed - ma'am]

Page 196

licensed 19:22	144:21	looked 55:15	m
licenses 19:16	live 9:23 10:1,15	89:22	ma'am 21:19
lien 163:20,23	10:20,23 17:14	looking 29:5	32:10 33:3 34:8
163:24 164:21	lived 10:8 15:19	103:15	34:13 35:4,6,12
164:23,24 165:2	17:9 30:20,23	looks 16:9 65:21	41:9 42:3,9
165:2 167:8	living 16:4,6,20	lose 65:1,3	45:21 46:3,15
lien's 164:8,10	16:24 17:11,12	131:12	51:21 53:2
life 22:8 134:2,6	44:24	losing 67:4,5,7	54:10 55:11,25
lift 39:4,5	llc 1:8 2:15	137:6	56:11,16,22,24
light 154:24	llm 138:21	loss 26:3,5,11,14	58:21 60:20
limit 30:12	loading 38:21	62:18 63:18,19	62:11,18,25
102:17	loans 125:14	64:4 67:24	63:9,16 66:12
limitations 41:5	164:13	71:17 72:10	67:13 68:4,8,14
103:10	location 1:20	75:8 80:15 83:3	69:14,23 70:1
limited 131:6,6	37:18 38:12	138:1 152:1	71:19 73:13,25
131:14,14,16,22	lock 130:18	losses 67:6	74:1,12,14,24
132:9,10	locka 37:18	137:23 139:21	75:8,24 76:2,15
limits 51:9	log 110:13,18	154:10	77:13 79:25
55:17 100:17,18	logged 153:25	lost 26:1,9 63:11	81:22 84:7,19
100:24 105:12	logic 109:5	63:23 64:5	85:6,18 86:3
113:4 159:2,24	long 7:22 11:1	66:22,25 137:1	87:12,25 88:22
lina 2:24 78:18	15:19 23:13,23	lot 19:5 37:25	89:4 90:14 91:2
78:19 79:3	35:23 40:15,16	39:2 54:4 116:7	91:19,22 92:10
lina's 79:2	40:21,22,23	122:22 123:9,20	92:17 93:8 94:3
line 62:19 63:17	41:23 42:13	loud 6:9	94:15,21 96:14
65:17,18,22,23	47:1 78:23	low 33:6,14	97:3,23 98:3
67:17 173:6	110:23 111:1	lower 123:4,7	99:13 100:10,13
list 43:9 56:8	121:24	129:18 130:25	101:21 104:11
listed 44:15	look 27:1 28:20	131:10 134:13	105:10,15,18,24
62:18 102:25	29:1,4,8,23	lucie 170:4	106:7,17,19
103:9 147:17,18	50:18 54:11,20	171:3 172:4	107:3,15,23
literally 75:4	55:16,19 65:25	luck 57:15,22	108:6,21 109:5
88:2	70:24 73:4	58:8 115:17	109:9,15 110:7
little 14:4,4,5	75:11 89:12		113:24 115:2
129:19 131:6	101:6		116:2 117:3

[ma'am - minimum]

Page 197

121:14 141:15 142:4 155:14 156:3,5,9,12,21 157:4 158:6,20 159:4,13,25 160:13 161:3,9 161:20 162:21 163:1 made 25:12 41:15,17,21 56:22 59:16 64:16,25 66:24 92:25 95:20,22 96:6 104:18 105:16 113:6 121:2 122:12 125:10 149:10 154:14 mahogany 9:8 maintain 83:1 151:24 maintained 83:6 152:4 maintains 151:22 152:18 make 5:21 6:14 9:19 13:24 21:6 25:4,8 32:17 39:18 50:23 52:24 53:13 58:16 64:11 65:1,3 75:5 89:4 89:6 99:25 100:2,11 112:23 118:7 128:19,25	135:2 146:16 151:12 162:7 168:11 making 36:16 41:16 43:12 52:5 65:21 137:5 management 167:13 managing 128:2 mandatory 33:20 manner 155:4 map 129:21 march 1:18 36:25 37:1,2,2 170:8,10 171:9 171:10 172:19 173:4 174:3 marie 126:18 mark 12:17,18 81:23 90:2 marked 3:17,22 12:21 20:11 36:22 79:10,14 79:18,22 82:3 90:7 116:21 marking 79:8 marriage 11:7,8 12:2 married 10:11 10:13 11:14,16 11:19,22,24 marrying 11:17 11:20	marykay 1:23 170:5,15 171:14 172:6,24 matched 112:8 113:8 math 17:25,25 matter 20:15 42:10 118:19 mean 22:17 38:6,8,11 39:7 41:22 43:1 46:20,21 63:2 63:15 69:2 74:20 75:18 76:10,11 80:11 87:4 91:12 101:24 108:12 111:1 112:13 115:19 116:22 120:11,12,13,16 120:21 121:9 130:11 132:16 134:19 135:20 147:4 159:8 means 22:19 meat 141:23,25 mechanics 13:17 medicaid 165:7 medical 33:8 41:8 42:18 88:14 129:4 135:1 144:21,24 163:15 164:22	medically 138:8 medicare 165:7 medicine 19:19 42:17 medula 123:9 meeting 48:20 48:22 49:23,24 78:18 member 94:8 memorial 122:8 mention 84:15 mentioned 135:8 met 73:15 miami 59:6,7,14 111:25 112:4 113:15 michael 21:21 76:19 154:20 155:3 middle 119:3 military 2:17 million 86:14,15 95:10 96:16 97:5 100:19,24 101:7,22,25 102:1,5,10,16 147:5,6,7,9 149:17 152:19 161:17 mind 78:3 mine 13:4 49:14 minimum 20:2 99:15 138:13 161:21
--	--	--	--

[minute - negligence]

Page 198

minute 48:14	92:5 134:25	88:15 90:20	multiple 55:18
minutes 22:6	143:3,15 148:8	91:24 92:7	94:18 156:21
29:8	158:16 166:25	95:16,24 96:7	n
mischaracteri...	170:7 172:9	96:17 97:6	n 3:1
149:19 153:2,18	173:3,4 174:4,4	98:17 99:1,16	name 5:10 10:3
mischaracteri...	174:8,10,12	100:16 106:9	26:24 27:4,5
151:15	money 61:3	107:9,20 109:2	28:14,23 30:2
mischaracteri...	65:1,1,3,3,21	149:6 150:6	46:24 79:2
151:11	67:7 76:2,12,15	152:8,23 153:13	111:11,17
misheard 73:21	89:6 139:18,22	153:24 154:10	121:21 122:15
mislead 57:14	162:23 166:2,4	157:22 158:8	145:12 164:15
misleading	166:7	159:1,23 160:15	names 43:9
138:17	month 23:24	161:11,22	46:16,19,22
misrepresenta...	24:18,20,25	motorists 51:25	native 13:25
98:16	25:14 27:9	move 16:12,15	navas 2:22 4:10
missed 26:8,20	months 43:21	17:16 22:9,11	48:20 171:7
61:20	43:25 105:22	22:13 54:7	necessary
missing 140:25	140:9	57:24 60:17	168:19
mission 142:1	morgan 2:9	62:5,6 66:3	need 6:18 42:6
misspoke	morganakins....	84:23 87:17	47:21 49:13
135:17	2:12	93:16 95:8	56:3,12 78:9
mistake 92:25	morning 5:8,9	107:1 108:16,17	113:20 129:10
misunderstan...	5:11	109:12,13 115:4	138:23 141:5
32:18	motion 115:22	121:10 129:1,23	164:19 166:11
misunderstood	137:17	129:24,24 130:3	166:21 167:18
33:2	motor 155:3	130:3 159:15	needed 52:9
modifications	motorist 30:16	moved 15:20,20	100:23 106:10
25:4,9,12	31:17,22 32:21	16:9 17:12	106:11 122:18
modify 102:24	33:5,13 34:7,19	35:13,18 36:14	163:3,7
moment 84:3	35:1 45:11,19	37:17,23 59:18	needs 9:17
moments 34:9	45:25 46:5,10	123:22 128:21	127:1,13 130:1
monasterio 1:4	47:3,18 48:1,6	moves 128:25	133:2
1:15 3:4 5:2	50:5 52:8 84:17	mri 124:6,9,12	negative 66:18
9:12 10:5 21:21	85:21 86:4,9,20	125:1	negligence
29:22 50:3 79:6	86:25 87:21		154:20

[negotiations - old]

Page 199

negotiations 167:22	notes 80:12 130:8 148:17 172:12	88:6 93:10 149:19 151:12 151:14,18 153:2 153:17 154:2,21 155:6,20 162:1	139:15
neither 150:3	notice 83:7 152:4	obligation 91:23 94:24 141:1	okay 5:12,24 6:2,5,11,16,19 6:23 9:12 20:10 21:15 22:2 26:7 27:25 29:15 35:12 38:15 46:8,20 49:17 52:3 54:6 55:25 58:10 61:21 66:21 69:8 72:15 73:4,16 73:25 75:4 76:22,23 81:21 85:14,16,24 86:13 87:10 88:9 91:19 96:14 97:14 98:7 107:15 110:4,7 111:11 121:2 126:13 127:23 132:1 136:20 137:11 139:25 144:20 146:13,16 148:10 149:2,9 149:22 150:9,14 151:17 152:22 157:20 158:20 161:20 163:25 164:25 165:11 169:3
net 77:21,24	novas 49:23	obligations 109:17 153:3	
network 149:4	november 43:12	observation 126:22	
neurofit 127:24	number 39:8 64:16 66:16 114:5 139:9 167:5	observe 78:22	
neurologist 133:24 134:9	numbers 65:20 69:1	observed 26:9	
never 57:3 59:7 68:9 86:23 105:25 140:19 154:24 156:5,9	nurse 136:11	obtain 72:21	
new 25:24 40:18	nursing 19:19	obtained 48:7	
nicer 26:13	o	occasion 69:5	
nicknames 46:23	oath 3:7,7 56:22 56:25 57:2 59:17,23 170:1 171:1	occur 7:20 113:13,18 114:2	
nine 90:11	ob 136:11	occurred 11:5 80:1 110:24 149:3	
nod 6:10	obamacare 165:9	offer 115:20	
nohemy 2:23 48:21 49:5	object 23:16 32:7,14 41:20 59:19 62:15 68:21 69:3 73:17,18 93:9 96:4 100:2 113:16 137:13 156:17	offered 54:3 107:6 108:23 160:22	
nonanswer 22:12	objection 21:9 22:9 24:1 52:20 53:3 60:17 62:5 62:6 66:3 84:22	office 8:21 9:3,8 42:11 68:3,4,6,9 68:10 111:14 128:10,13	
nonresponsive 54:8 108:16		offset 65:19	
normal 131:15 132:6,7,10,13 157:2,4		oh 17:4 28:20 55:14 61:18 66:2 71:20 73:20 74:5 103:5 121:21	
normally 132:11 152:24			
notary 170:6,16 171:14			
note 3:21 53:3 174:10			
noted 100:17			
			old 10:6 18:2,3 24:21

[omission - pat]

Page 200

omission 141:7 once 11:21 18:11 36:14 37:22 89:9 121:17 one's 106:24 ones 47:2 55:9 97:10 online 85:23,24 85:25 86:3,23 87:4,15 89:21 95:22 97:11 101:24,24,25 102:9,12 113:1 147:5,8,10 160:25 opa 37:18 operate 25:5 81:4 122:22,24 operated 128:5 operating 45:4 47:20 51:11 67:3 72:22 83:19 87:1 97:7 106:20 155:3 156:14 operation 125:21,21 opinion 24:12 155:7 opinions 94:11 opportunity 117:1 118:20 opposed 6:9	option 41:25 order 25:5,18 28:7,12 39:4 42:10 52:9 57:24 106:11,12 128:23,23,24,24 130:16 137:18 161:24 163:4 168:21 169:2 ordering 174:15 orders 128:5 orlando 10:16 10:21 outlines 83:23 outside 121:7 outstanding 144:24 145:1 163:21,24 167:8 overall 128:3 overtime 64:22 owe 145:2,4 own 23:9,11 25:2 27:9,11,15 27:17 30:11 32:1 42:22 70:11 93:12,21 108:13 115:15 133:13 owned 23:13 24:16,24 30:22 owning 67:14	78:16,17 85:13 104:8,9 134:22 134:23 169:5 p2p 88:11 152:11 paa 83:5 103:23 147:21 150:10 150:12,14 152:2 pack 38:8,18 packages 38:19 38:21 packing 36:11 36:12 37:20,22 38:2,4,7,8 page 3:3,10 12:25 13:3 90:11,12 160:25 161:3 173:6 pages 12:24 172:10 paid 64:23 67:13 78:5,6 145:6,8 163:16 163:20,23 164:2 164:9,11,21,23 167:25 paint 28:10 painting 25:10 25:11 pandemic 49:12 paragraph 82:24 83:23 100:14 107:11 paramedic 120:22	paramedics 121:4,6,19 pardon 143:11 part 37:15,16 64:21 116:19,20 117:14 119:11 119:12 140:9 147:13 160:14 particular 39:23 40:20 41:2,6 82:24 112:9 parties 20:20 30:10,13 31:24 172:15,16 174:15 partner 80:21 81:2 82:1 83:20 84:15 87:1 97:7 99:14,22 100:1 107:16 party 19:25 20:1,14 pass 28:11 passenger 111:6 111:12,17 passengers 59:6 59:13,14 111:5 111:8 past 22:18 pat 9:2 26:15 36:5 42:4 49:18 50:20 56:14 57:20 82:5 85:7 99:25 150:10
	<p>p</p> <p>p.a. 2:4 p.m. 1:19 48:18 48:19 49:21,22</p>		

[pat - position]

Page 201

151:13 patrick 2:12 5:10 pause 85:9 pay 43:10 44:9 56:9 155:17 166:8 payday 164:12 paying 55:23 68:9 payment 44:7 72:3 payments 88:14 146:17 pdahl 2:12 pelvis 135:19 penalties 173:21 pending 6:21 56:14 165:17 people 15:12 25:19 33:6,15 41:12 46:13 73:19,23 74:15 74:21,24 81:25 85:25 121:3 percent 9:9,10 74:25 132:12,13 perfect 29:18 perform 125:22 performed 125:21 128:15 period 41:2 50:11 51:10 58:24 60:3,8,14	periods 40:15 40:16,21,22,23 41:6,23 42:13 perjury 173:21 permission 76:24 permit 41:24 person 33:24,25 34:5 68:24 73:15,19 156:18 personal 88:12 88:14 137:23 155:16,20 personally 14:6 67:18 phone 28:21,24 29:5 101:9 120:22,24 128:7 phrase 122:3 phrased 156:14 physiatrist 134:1,5 physical 37:21 38:24 39:2 40:13 127:23 130:17,20 134:17 physically 38:20 physician 128:1 physician's 128:9,11 physicians 39:25 129:7 133:19	pick 85:11 89:6 144:12 picked 111:5,8 picking 111:6 111:20 pierce 9:20 pip 33:20 place 28:15 84:22 128:20 130:19 133:16 placed 3:22 28:4 40:25 41:4 places 60:24 140:7 placing 42:22 plaintiff 1:5 2:3 3:10 12:21 20:14,16 79:10 79:14,18,22 82:3 90:7 99:23 plaintiff's 3:11 12:19,20 plan 165:7,10 planner 134:2,6 planning 25:16 111:22 112:2 plans 126:7 platform 1:21 3:16 81:24 82:20 88:23 140:7 please 4:2,13 5:21 6:1,18,21 11:18 17:6 20:13 26:19	27:13 39:14 48:4,23 49:15 58:4 67:21 70:5 74:9 77:6 79:2 89:16 117:18 124:7 129:20 139:12 156:7 174:12 pllc 2:9 plural 73:19 plus 130:20 point 45:10 117:20 118:12 119:4 130:9 133:20 146:11 156:22 poles 117:25 policies 102:25 103:9,11,16,24 policy 30:16 34:23 51:19 88:12 89:1 145:15,21 146:3 146:5,10 148:2 148:5 153:15,23 155:17 158:9 159:2 political 19:6 pool 166:2,4 pop 63:15 portion 26:21 76:18 119:16 150:22 167:7 position 36:9,13 37:14,15 40:20
---	---	--	---

[position - providing]

Page 202

40:21 154:12,13 157:5 posted 149:16 154:16 potential 125:14 potentially 26:12 138:13,17 pounds 39:6,8,9 practitioner 136:11 precautions 125:4 predicate 154:4 155:21 predicated 137:22 138:11 138:15 predicating 139:8 premiums 70:13 preparation 7:14 8:11,14 9:13 prepare 7:4,6 62:23 64:12 prepares 62:23 64:10 present 2:21 8:9 8:24 20:15 39:19,22 43:12 43:24 129:17 166:12 pressure 123:10 pretty 138:24 139:13 141:25	prevent 118:16 previous 31:10 previously 11:22 20:1,11 36:21 61:23 64:17 124:6 primary 152:18 prior 11:16 15:22 16:4 30:18 31:3 68:15 86:22 89:18 107:15 109:15 124:1,5 124:12 140:6 private 165:8 privately 78:3 privilege 167:12 probably 43:2 78:15 137:21 problem 41:21 49:16 78:23 105:1,2 124:3 problematic 65:16 77:23 problems 64:13 123:8,24 procedure 174:24,24 procedures 129:10 136:14 proceeding 3:22 20:1,2 23:6 proceedings 3:3 4:1 12:4,7 20:7 22:7 23:3	proceeds 125:14 145:9 167:14 168:1 process 10:17 16:2 28:14,14 40:17 49:11 procured 48:2 produce 61:16 produced 61:8 139:4,5 140:5 140:11 142:6 professional 19:15 proffer 115:15 profit 1:7,8,10 67:24 72:9 profits 80:15 prognosis 129:14 progress 123:11 progressed 130:9 progressing 132:18 progressive 1:9 2:8 92:6 113:6 149:16 150:3 153:23 154:8,15 160:3 proof 28:8 proper 93:22 115:22 properly 119:15 property 86:16 102:17 152:20	protect 153:24 protected 53:25 100:16 101:14 101:19 protecting 101:13,18 108:12 159:10 protection 54:3 69:10 88:14 102:3 protective 57:24 137:18 provide 45:12 83:2 147:22 149:5 151:25 154:9 provided 13:16 45:16,18 46:4,9 47:3,7,19 50:5 50:14 83:19 89:1 96:10,15 96:17 104:15 105:12 107:8 113:3 149:15 164:20 provider 41:11 providers 40:7 41:17 167:9 provides 82:25 102:21 providing 45:3 72:17 73:10 85:20 88:11 91:16 110:5 140:6
---	--	---	---

[province - recall]

Page 203

province 154:23	21:7,11,13	160:17 162:2,21	read 13:11 14:3
provisions	23:20 26:19	163:19 166:10	14:7,21 15:7
82:21	27:13 31:20	166:21	20:21 21:11,12
public 170:6,16	32:8,15 34:16	questioned	26:21 83:16
171:14	35:5 39:13 40:4	26:10	84:24 85:8
pull 100:12	47:22 48:4	questioning	93:14 95:13,15
122:2 151:18	52:21,23 53:2	57:25	97:4 103:1
pulled 147:22	54:15,22 56:4	questions 13:5,9	109:22 145:15
punishment	56:13,16,17	13:10,19 88:19	145:21 146:3,5
29:12	57:8,18 58:12	88:24 93:20	146:10 147:5,7
purchase 14:19	58:14,19 59:20	142:23 143:4	147:10 153:8
24:25 26:23	60:25 61:17	148:11,18	162:18 168:20
27:9 70:2,8	66:5,6 67:21	155:23 159:21	173:21 174:8
purchased	68:22 69:20	163:15 166:6	reading 65:15
25:13,21,21	70:5 73:13 77:5	168:15,17	92:25
26:24	77:12 80:11	quick 79:2	ready 28:10
pure 39:2	84:7,8 89:16	143:4	real 15:10 79:2
purposes 8:19	90:14 91:2 92:2	quickly 156:4	86:1
99:20 102:22	92:17,18,19,20	quoting 142:5	realize 60:4,15
pursuant 166:4	92:21 93:10,17	r	really 26:3
167:23	93:18,23 94:21	raise 4:2,14	39:14 65:13,23
put 18:4 59:10	96:2 97:2 98:2	48:24 88:24	78:2
82:10 122:1,1	99:18 104:25	ramifications	realtime 1:24
131:8	105:15 106:8,25	138:2	realtor 14:25
putting 19:8	108:19 109:19	rasier 1:8 2:15	reason 99:4,5
77:11	110:16 111:4	100:4,15 143:6	174:10
q	113:17,21 115:8	143:17 146:17	reasonable
qualification	116:12 117:18	rates 43:10 56:9	50:25 155:4
155:10	119:19 124:7	rather 20:22	157:11 174:17
question 5:13	142:4 143:9,13	91:6 143:16	reasonably
5:22 6:1,3,21,22	144:7,23 145:18	rawlings 163:24	156:15,18
11:18 12:12	150:22 151:4,9	164:6,22 167:23	reasons 156:22
13:2,16,22	153:9,12 155:2	ray 128:18,19	recall 7:23,24
14:11 15:3,23	156:7 157:25	rays 128:15	45:10,14 50:17
17:5 20:18 21:1	158:1 159:25		51:15 61:5,7

[recall - representations]

Page 204

68:2,7 72:13,13 80:22 105:20 110:20,25 111:19,24 115:3 115:8 118:10 126:1 145:7 146:1 160:17 receipt 174:17 receive 125:9 received 44:7 97:4 141:10 167:3 recently 36:19 recognized 26:14 record 6:15 26:12 29:19 48:18 49:21,25 62:9 78:4,9,11 78:13,14,16 85:13 99:21 104:8 134:21,22 165:20,24 166:1 166:10,11 172:12 records 16:5 107:5 redirect 3:6 156:1 reduce 83:5 138:7 152:3 reduction 64:6 refer 72:18 136:16	reference 8:16 referenced 174:6 referred 102:21 referring 70:21 97:15 99:21 reflect 142:18 reflected 165:3 refusing 154:9 regain 133:21 regained 150:25 regard 174:19 regarding 13:2 43:10 59:13 77:7 82:22 89:14,23 109:17 109:22 163:19 regardless 15:4 41:16 55:15 78:7 125:10 registered 28:13 146:15 rehab 126:20,23 127:7 rehash 161:4 reject 150:5,18 152:7,12 rejected 84:4 85:1 91:13,14 91:20,24 92:8 92:14,15,23 94:25 98:6,8,12 98:18 99:2,8 109:8 153:1,16 161:8	rejection 151:6 rejoined 49:23 relate 14:8 related 83:1 151:24 relative 172:14 172:15 relied 101:4 107:6,8 108:22 146:20 160:14 162:6,24 163:7 rely 15:10 153:22 relying 98:1 162:4 remarks 173:6 remember 28:23 30:14 34:15 36:20,25 39:7,9 46:24 52:13 53:8,9,9 53:11 82:9 106:5 110:22 111:9,10 114:8 114:9 118:6,21 118:22,25 124:14 136:18 136:19,19 146:11,14 150:10 158:1 remote 1:13,21 remotely 6:8 170:7 171:8 removed 121:15 121:17	rent 14:15 repeat 11:18 17:5 26:19 27:13 31:20 39:13 48:4 67:20 70:4 71:23 74:9 89:16 109:19 110:16 117:18 124:7 156:7 repeated 91:19 repetition 12:12 23:19 40:4 47:22 54:15 69:20 71:11 73:22 92:1 96:1 98:20 103:19 104:24 105:8 113:20,21 116:12 119:19 143:9,13 145:18 150:21 153:9 repetitive 6:14 rephrase 58:12 58:13 119:23 reply 73:22 report 172:8 reported 1:23 reporter 1:24 3:8 26:18 172:1 representation 104:18 105:16 160:14 163:6 representations 104:12 113:1
--	--	---	--

[representations - rights]

Page 205

149:10 representatives 167:24 represented 16:25 representing 94:12 request 50:25 103:24 104:5 requested 26:21 39:11 61:24 128:16 172:11 require 15:12 138:14 required 37:21 81:2 83:2 92:13 92:22 93:6,12 93:13,22,22,25 94:5,7,11 100:18,24 101:6 107:7,21 108:5 108:8,24 109:1 109:7 146:20,25 149:5 151:25 157:23 158:10 161:24 requirement 39:5 101:22 109:23 147:1 requirements 38:24 39:3 160:8 requires 34:6 requiring 108:7	reserving 168:16 residency 17:20 resident 128:17 resolution 125:15 resolve 88:19 167:8 resonance 125:4 128:17 respect 14:11,12 15:18 26:23 28:17 31:6 36:8 39:10 60:23 125:13,18 136:20 167:15 168:7 respectfully 140:23 responding 66:7 response 57:1 125:19 146:21 157:25 159:21 163:14 responses 6:9 responsibilities 37:22 responsibility 34:2 38:23 88:19 responsible 38:20 restart 96:23 restate 97:2	restrictions 41:1 42:23 43:2 restroom 133:4 result 125:5 134:12 135:24 resulted 135:5 return 3:12,13 3:14,15 61:9,23 63:11,16 64:4 65:15 66:13 68:20 69:14 70:22,25 71:1 75:24 79:8,12 79:16,20 80:6 138:14 140:11 141:8 142:5,7 returned 174:16 returns 61:14 62:19,22 64:10 69:23,24 73:2 79:7 80:10,15 80:17 reveals 168:4 review 106:3 109:16 172:9 174:7 reviewed 8:12 54:25 97:4 reviewing 81:17 ribs 136:1,1,4 rich 9:8 ride 110:21 112:18 rider 110:11	rides 83:2 89:6 89:9 112:12,16 144:12 151:24 rideshare 144:5 riding 124:15 right 4:2,14 14:3 17:6 20:23 23:25 24:6 27:17 29:7,22 42:23 43:17 47:6 48:24 49:14 51:6 52:18 55:2 56:22 62:25 63:4 64:12 69:14,24 70:24 72:21 74:1,2,2,7 74:12 75:9,24 76:4 87:11 93:8 95:11 98:14 102:14 106:25 108:9 113:10 116:25 117:4,7 117:13,24 118:9 118:13,13,17 126:17 129:25 130:4 131:19 132:2,4 135:13 139:14 140:18 158:15 159:4,17 163:1,12 166:12 166:22 168:10 168:12,16,16 rights 102:23
---	--	--	--

[rivera - settlement]

Page 206

rivera 2:22 4:7 4:10 48:20 49:23 171:7 rivero 10:4,4 11:13,14 rmr 1:23 170:5 170:15 171:14 172:6,24 roberts 2:4 robertspa.com 2:6 174:1 roig 2:16 roiglawayers.c... 2:19 romer 11:23 room 8:22,24 route 112:2,5 routes 112:12 rule 5:19,25 166:22 174:24 174:25 rules 5:17 174:18	satisfy 166:5 saw 84:25 87:4 87:8,10 89:25 96:9 126:13 127:12,15 148:5 156:5,9 saying 57:3 59:17 94:4 100:1 109:4 133:16 146:2,5 146:9 162:4 says 17:11 51:19 56:8 57:10,11 62:18 66:16,22 72:16 73:4,7,12 84:18,20 85:3,8 87:4 97:24,25 98:10 101:24,24 101:25 102:9,16 103:8 105:17 160:21 161:23 162:23 scene 120:19 schedule 37:9 63:17,18 66:21 66:22,23 72:17 138:25 scheduled 126:10 school 18:16 41:8 42:18 screen 12:18 17:3 62:20 82:6 90:17 102:14 151:19	screw 51:1 se 74:19 75:21 seatbelt 119:9 119:15,24 120:4 second 5:25 57:6 69:5 78:11 85:10 93:9 110:21,21 148:16 157:12 164:16 seconds 85:12 118:20 section 84:13 102:18 151:10 151:15,22 152:10 see 28:20 55:16 62:19 63:20 80:12 82:6 95:22 116:9,15 122:24 123:11 126:7 127:15,18 128:7,19,22 129:2 148:2 151:15 154:24 156:15,22 157:6 157:19 seeing 118:16 127:23 136:16 seek 69:10 155:7 seeking 81:25 seen 86:23 90:15 125:24 126:14 127:11	127:20 128:10 129:4 134:5,9 136:10 138:20 139:1,2 segregated 166:8 167:8 send 82:5,11 sensation 131:11,14 sent 3:21 22:16 126:21 separate 10:20 10:21,23 72:21 72:24 73:1,2 80:16 separated 10:25 11:2,4 16:1 separating 10:18 september 12:10,14 128:14 128:14 129:3,5 164:21 serious 102:6,7 served 43:16 service 88:12 services 72:9,16 72:17 73:10 152:11 set 37:9 106:15 143:19 165:17 setoff 78:8 settlement 76:18 77:14,16 125:10 145:9
s			
safe 53:7,13 101:16 safely 115:3,10 safer 53:17,21 54:4 safety 125:4 salary 36:19 san 11:25 12:8 santa 86:1 satisfied 163:21			

[settlement - specifically]

Page 207

165:17 166:5 167:4,6,14 168:1 seven 43:21 90:4,5 148:20 several 34:9 114:8,11 120:25 severe 87:7 sheet 3:8 173:1 173:2 174:11,13 shift 37:9 38:5 shifted 128:21 shoot 24:21 shoulder 119:16 120:2 shoulders 6:10 show 9:6 16:23 20:10 36:21 73:25 81:22 87:15 96:14 97:3 131:3 153:8 showing 69:24 120:1 shows 16:19 98:11,12 142:6 shrug 6:10 sic 20:11 side 72:6,15 73:13 114:19 117:4,14 131:22 132:2,3,4 sides 131:18 sign 14:17 15:8 62:24 63:3 81:3	81:7,13 89:7 122:12 174:12 signature 12:25 13:3 170:14 171:13 172:23 173:23 signed 56:19 84:14 87:11,13 87:22,24 88:5 89:9,10 93:5 95:22 103:15 160:22 170:10 171:10 174:21 signing 88:22 107:15 silence 77:7 simply 52:22 68:23 91:2 157:5 simultaneous 57:21 58:2 139:10 140:1,15 166:19 single 96:14 97:3 102:16 sir 50:1 58:7,9 58:11 sit 32:19 34:18 40:15,22 41:1 41:23 42:12,14 78:22 six 17:3 43:25 size 53:18 slightly 113:25	slowly 132:19 smaller 65:23 smells 9:8 smoothly 5:17 sole 82:25 151:23 solely 51:22 solutions 174:23 somebody 78:24 87:5 92:19 130:20 133:16 somewhat 15:16 sorry 17:3,4,5 21:24 22:1 23:15 27:12,13 27:20 31:20 39:13 42:5 48:9 49:18 58:3 61:18,19 63:15 66:2 67:20 68:11 69:15 70:4 73:17,18 74:3,8 83:14 85:9,15 96:20 103:5 110:16 112:7 113:16 134:18 139:11 140:16 146:8 164:14 sought 81:1 sound 113:10 sounds 168:20 source 77:13 94:23	sources 64:15 64:17 74:15 76:5,12,14 80:1 137:25 south 2:17 southbound 113:13,24 118:14 southern 1:1 spanish 1:17 4:5 4:5,8,12,12 5:21 13:19,21 15:5 15:14 48:21 49:1,1,7,7 50:22 50:24 81:11 171:7 speak 7:14 14:2 151:5 speaking 7:13 93:17 spears 56:2 special 121:23 specialized 41:12 specific 83:3 113:25 117:14 152:1 162:6 specifically 13:15 20:12 34:13,15 37:20 38:4 45:24 55:20 83:4,22 84:8 85:22 87:14,16,23,25 88:7,10 90:21
--	---	---	---

[specifically - sudden]

Page 208

98:25 105:16,23 107:19 108:22 108:25 113:12 119:14 151:6 152:2 153:1,16 160:4,9,11 specify 59:11 60:4,15 93:6 95:18 speculation 121:11 speed 116:2,5 speeding 116:4 spend 18:24 42:25 43:3,4 spent 67:24 spinal 41:13 134:12 135:4 spine 123:18,21 split 157:12 spoke 7:11 121:3 sport 27:19,23 28:1 st 170:4 171:3 172:4 standard 120:4 standing 139:13 139:16,17 stands 24:2,3 start 24:22 105:6 110:13 started 17:11,12 18:9,19 53:22 54:10,13 80:20	83:12 141:22 starters 94:9 starting 18:10 state 16:15 20:13,16 51:17 51:17,20,20,22 51:22 100:17 104:16,16 105:12,13 109:16 113:4,5 149:12 152:13 160:16,21,22 161:10,12,23 162:5,23 170:3 170:6,16 171:2 171:14 172:3 stated 100:15 104:14 105:11 113:3 163:5,6 173:22 statement 113:2 113:6 152:6 162:25 statements 56:25 57:1 154:14 166:16 states 1:1 16:6 17:13,14,16,21 18:1,5,11 19:10 20:7 30:20,23 151:22 status 17:20 165:12 statute 93:7,13 94:6,7,12	153:18 174:18 steering 118:8 stenographer 3:21 4:2,13,20 26:1,4 29:15 48:23 50:1 58:3 78:19 79:1,4 90:4 139:11 140:2,16 168:21 168:25 stenographer's 3:21 stenographic 172:12 stenographica... 1:23 172:8 sticker 3:22 stipulate 163:23 stipulation 164:3 stipulations 20:20 stop 140:17 strange 36:6 streamline 148:17 street 9:20 strength 130:14 133:9 stretcher 121:24 stricken 62:8 strike 7:17 10:22 14:22 15:22 16:22 20:18 22:10,12	33:1 35:13 36:23 39:16 45:16 52:4 54:7 56:17 60:18 62:6,6 66:3 70:20 71:23 72:8 73:10 75:7 84:23 87:17 89:19 90:10 91:4,21 93:1,2 95:8 97:24 98:1 101:4 106:18 107:17 108:16 108:17 109:12 109:13 115:4 117:14 121:10 129:8 130:7 136:22 142:15 159:15,20 167:5 strikes 19:5,6 struck 116:10 116:17 118:24 studied 18:18 18:19 study 42:17 studying 18:24 stuff 94:18 subject 103:9 168:16 subsequent 127:5 subsidiary 143:6,16 sudden 116:23 117:2
--	---	--	---

[suddenly - testimony]

Page 209

suddenly 105:24	101:12,13 112:23 128:19	taken 1:17 28:15 121:6 122:5,7 125:13 139:19	taxes 61:1 62:1 62:1 139:20
sued 22:22,25	128:25 135:2		tear 67:10,11
suffered 33:10 154:19	142:25 153:10 168:25	talk 7:4 15:17 51:5 80:19 165:19	technologies 1:7 2:15 143:6 174:4
sufficient 125:1 155:17	surgery 122:17 122:19 125:23 126:21 128:20	talked 144:21 150:2 161:6	tell 32:19 34:18 46:13,22 47:6,9 47:13,15 52:18 59:24 61:21 65:9,10 79:1 91:23 92:7 93:1 94:24 95:3 119:11,14 122:18 123:6 163:10
suggest 17:8 86:24 105:10 130:8	surgical 129:10 136:14	talking 6:25 9:14 34:23 39:1 50:4 51:21,22 55:11 79:6 80:10 82:16 88:2 104:11 107:4 112:25 123:1 134:17 135:1 138:5 147:11 161:4	telling 42:19,21 78:3 94:5 122:13,13 141:17
suggested 104:14 111:3 133:19 174:16	sustained 123:17	tax 3:12,13,14 3:15 61:8,14,22 62:19,22 63:10 63:16 64:4,10 65:15 66:13 68:19 69:14,23 69:24 70:22,24 71:1 72:22 73:2 75:24 79:6,8,12 79:16,20 80:6 80:10,15,17 138:2,14,20,21 138:24 141:8 142:5,7	ten 29:8 56:9 74:16 124:20
suggestion 77:7 84:15	swear 4:4,15,19 48:25		terms 82:21 103:10 125:9 161:9
suggests 96:15	swell 42:13		terribly 42:14
suite 2:10,17	switch 35:12		test 25:22
sum 78:7 167:7	switching 15:16		testified 5:4 143:25 146:3
sums 125:9	swore 59:23 77:1		testimony 4:15 68:22,23 69:4 108:7 146:24 147:15 156:8 174:8,17
supplement 141:3,5	sworn 4:11 5:3 49:6 57:4 170:8 171:8		
supplemented 61:24	t		
supplementing 141:6	t12 123:24 135:10,10,11,11 135:12		
supplies 70:21	t2 123:24		
supposed 56:21 56:25 57:2 108:8	tags 28:13		
sure 5:21 6:14 20:25 21:6 31:21 32:17 64:11 75:5 78:20 86:13 89:4 100:2,11	take 6:18,22 25:22 29:7 48:14 58:16 67:10 76:5 112:3,6 138:6 139:21 140:3	taxable 62:13 137:15	

[tests - transcript]

Page 210

tests 122:21	162:15 165:16	time 5:16 6:17	today 6:25 7:5,7
texas 11:25 12:5	things 6:25	7:25 8:3 9:9,10	34:18 56:25
12:6,8 16:7,12	15:17 18:4,17	16:6 27:8 35:17	140:18 154:18
16:16,18,21,24	33:11 38:1,6,14	37:14,15,16	toes 129:25
17:9,12,13	41:19 42:20,21	39:22 40:16,16	130:3,3
19:12 20:3,8	70:15 121:7	40:21,22,23	together 18:5
36:1,13 44:24	122:16 128:6,24	41:2,6,23 42:13	58:22
45:2,13,19 46:1	129:22 136:10	42:15,25 43:3,4	told 13:21 40:7
46:5,10,12 47:4	137:16 141:18	45:10 47:1	46:8 47:2,12
47:20 48:3,7	142:2	53:10 58:4,24	53:6,12 55:9
50:7,12,16	think 7:25 17:6	60:3 64:21,22	91:9 92:13,23
51:12,17,23	21:2 24:1,6,12	64:23 69:9	95:10 99:7
52:1,7 54:13,20	26:1,20 29:11	70:16 71:6,8	112:6 122:9,20
55:17,24 57:4	43:1 65:14,16	83:7 87:1 88:22	122:25 123:8,17
59:5,8,9,12,12	76:16 78:1	103:22,23	129:13 140:24
64:21 71:5	89:21 94:16	110:14 111:7,18	149:11 151:10
106:1,3,22	99:22 100:5	118:2,4,7 119:4	tongue 13:25
136:10 144:17	105:1,2 111:3	121:14 123:1	24:14
thank 4:20	115:4 138:12,17	125:24 126:5	took 112:5
26:15 29:6	139:13,15,16	127:19 129:3,16	tools 121:23
49:17 79:4 90:6	141:7,19,25	132:15 133:20	top 64:22
93:14 104:7	146:21 162:7,9	138:22 139:12	108:13
148:11,13 169:3	163:13,19,21	140:4,9 141:2	topic 7:2
thanks 9:5	166:11,13	142:23 143:25	total 70:12
29:18 51:7	thinks 93:25	144:3,10 146:4	totally 40:1
therapist	third 30:10,13	152:4 157:5	touch 136:2
127:24 128:2	31:24 69:9	162:2,12,17	towards 166:7
therapy 128:6	thought 35:4	times 11:16,19	tps 17:22,23
128:23	91:8 92:24	94:18 114:8,11	traffic 114:14
thin 121:24	100:5 119:4	162:11	116:6 118:1,18
thing 6:20 21:4	121:9	timing 18:4	trail 2:17
38:7 41:22	thousand 167:3	title 36:10	training 2:24
51:18,18 64:19	three 42:15	tnc 107:4	18:13 19:18
75:19 118:25	55:11 130:21	109:15,17,21	transcript
121:25 134:16			162:19 168:22

[transcript - um]

Page 211

172:10,11 173:2 174:6,20 transcript's 79:7 transcripts 174:14 transfer 28:12 transfusion 122:15 translate 50:22 81:19 translated 13:10 15:11 167:18 translates 50:24 translating 5:20 5:22 15:13 transportation 149:4 transporting 110:11 111:7 travel 126:5 treated 120:18 treatment 41:12 135:1 144:22 trial 3:18 tried 120:24 trier 155:9 troubleshooting 38:9 truck 71:19,25 trucks 38:10,17 38:21 true 4:16 21:25 56:21 172:11	173:22 truly 4:11 49:6 trust 166:16 167:14 truth 59:24 try 7:1 14:8 20:23 64:11,12 66:10 122:2 143:4 trying 6:13 18:4 24:5 34:15 65:2 65:5,13,15 77:22 94:1 100:6 131:3,7,8 155:7,8 162:5 164:1,3 168:11 tuesday 1:18 168:25 turned 84:5 85:1 two 30:24 31:2 31:3,3,5,11 42:15 54:13 55:6,6 58:24 60:8,15 105:22 114:20 116:15 127:21 137:15 140:9 type 23:11 27:11,17 30:5 52:15 72:19 87:6 100:3 121:24 126:18 types 83:23 84:9 88:25 130:21	u u 18:25 uber 1:7 2:15 22:14,23 34:22 35:22 50:10,10 50:15,15 51:11 51:12 52:6,6 53:15,16,17 54:1,11,20,20 54:23 55:2,3,5,7 55:12,13,16,20 55:20,21,21,22 55:23,23 56:10 56:10 57:3,11 57:11 58:21,22 59:5,6,6,9,11,13 59:18,24,24 60:2,3,6,7,7,10 60:10,10 72:18 80:3,3,20,21 81:1,8 82:1,17 82:17 83:19 85:20 86:6,7,8 87:1 89:2,13,18 92:6 96:18 97:7 99:14,14,22,24 100:4,14,15 101:6 104:14 105:11,17,18 106:4,21 108:11 108:12,13 109:10 110:5,6 110:11 111:5 112:10,11,18 113:1,2 143:6	143:16 144:17 144:18,19 146:15 149:4,10 149:16,17 150:3 150:4,4,17 151:22 152:7,12 153:23,24 154:1 154:8,14,14,16 154:16 159:9,11 159:14 160:14 160:20,24,25 161:13,25 173:3 174:4 uber's 53:15 145:16,22 148:7 uc 18:20 ui 147:1 uim 50:14,21 147:1,1,22 148:3 149:11 150:18,24 152:12 ultimate 112:4 129:14 155:9 um 50:14,21 76:20 77:8 100:23 101:7 104:14 105:11 106:22 107:17 108:8 113:3 147:22 148:3 149:11 150:18 150:24 152:12 157:22
---	--	--	--

[unable - using]

Page 212

unable 104:20 139:23,23 under 30:16 45:16 55:19 56:22,25 57:2 59:17,23 72:16 83:22 88:25 102:17 107:21 108:12 126:22 133:23 153:3 158:9 159:20 161:24 166:21 173:21 174:18 undergo 125:1 129:10 136:13 undergone 124:6,9,12 underinsured 30:15 31:12,16 31:22 32:5,21 33:5,13 34:7,19 35:1 45:18,25 46:4,9 47:3,18 48:1,6 50:5,23 51:9,25 52:8 84:16 85:21 86:20,25 87:20 88:4,15 90:20 91:23 92:7 95:16,23 96:7 96:16 97:6 98:17 99:1,16 100:16 107:9,20 109:2 149:6 150:5 152:8,23	153:13,24 154:9 157:22 158:7 159:1,23 160:15 161:11,22 underlying 139:2 underneath 122:1 undersigned 171:6 understand 6:1 7:24 13:14 15:9 15:14 21:13 22:1,2 28:8,16 32:4,6,11,12 35:11 56:2 60:21 62:16 63:13 67:8 68:11 70:23 75:3 77:5 88:11 93:4 99:5,18,25 108:25 121:4 126:13 132:2,23 135:2,14 144:6 146:8,23 147:15 148:7 154:13 understanding 28:6 34:14 51:16 90:24 91:3,5,8 103:17 107:6,8,17,18 108:23 109:25 146:24 147:2 149:3,9,14 152:22 153:12	153:22 158:15 159:3,18 160:1 160:2 165:4 167:17,21 168:8 understood 6:4 16:3 21:6 56:20 90:23 157:21 159:18,22 160:13 unemployable 40:1,8 uniform 143:22 uninsured 30:15 31:12,16 31:22 32:5,21 33:5,13 34:7,19 35:1 45:11,16 45:18,25 46:4,9 47:3,18 48:1,6 50:5,23 51:9,25 52:8 84:16 85:20 86:4,9,20 86:25 87:20 88:3,15 90:20 91:23 92:7 95:16,23 96:7 96:16 97:6 98:17 99:1,16 100:16 106:9 107:9,20 109:1 149:5 150:5 152:7,23 153:13 153:23 154:9 157:22 158:7 159:1,20,23	160:15 161:11 161:22 united 1:1 16:6 17:13,14,16,21 18:1,5,11 19:10 20:7 30:20,23 university 18:16 18:18,20 unnecessarily 6:14 unqualified 154:22 unreasonable 157:11 unreasonably 156:15 unspecifically 90:22 unsupported 137:21 unusual 29:12 updated 3:16 use 29:9 52:5 70:18 80:21 81:1 89:5 121:22 130:9,22 130:23 133:3,8 144:15 used 25:24,25 69:1 70:10,15 72:9 143:7,17 144:17 174:20 using 50:6 51:11 54:10,19 80:20 81:18 82:17
---	--	---	---

[using - wondering]

Page 213

130:24 140:8 143:20 144:4 usually 89:5 159:23 utilize 81:25 utilized 72:6 utilizing 50:10 52:10 55:18 96:18	18:14,19,21 19:6 20:8 veresa 2:19 142:24 verified 101:5 101:11 verify 63:6 100:22,23 101:21 103:25 174:9 veritext 174:14 174:23 veritext.com 174:14 versus 21:21 160:10 165:7 view 9:2 vs 1:6	want 6:14 7:3 13:14,25 21:6 21:14 24:8 25:18 29:4 46:19 50:22 58:12 66:10 69:11 75:5 80:19 84:22 99:25 100:2,11 112:23 132:1,1 135:2 147:2 161:4 165:24 wanted 16:14 16:15,16 75:25 78:22 140:21,25 165:12 wants 42:7 watching 78:24 way 6:7 17:15 20:19 23:8 51:6 54:4 58:13 75:7 77:6,12 94:17 111:4 115:6 117:15 123:24 123:24 131:19 131:21 132:5,6 132:8,22 135:12 139:5,21 155:2 156:13,23 166:22 168:10 ways 138:2 we've 29:12 48:11 76:20 100:13 141:21 150:2	wear 67:10,11 119:25 143:22 wearing 119:9 119:15,22,24 web 160:25 161:3 website 86:7,8 105:17,19,23 146:4 149:16 154:14,16 websites 8:15 wedding 164:18 week 37:11 126:25 168:24 weeks 127:21 went 13:17 14:18 17:13,13 17:14 39:16 45:23 54:24 86:6 89:21 95:22 105:22 when's 36:24 wife 46:25 wilfredo 10:14 witness 4:18 7:9 20:22 57:7,9,17 58:14 104:20 120:1 137:14 141:20 154:22 155:8,10 162:13 167:11 168:3 173:23 174:20 wondering 68:16
v			
v 173:3 174:4 vadams 2:19 varied 37:13 varies 37:24 various 82:21 vary 38:2 varying 100:17 104:15 105:12 113:4 149:12 160:16,21 161:9 161:23 162:5,23 vehicle 25:9 30:11 32:1 34:22 45:5 67:10,11 80:3 83:4 117:17,24 118:17,24 121:7 152:1 155:3 156:5,9,19 157:6 vehicles 30:19 31:13 116:16,20 118:11,13 venezuela 17:19 18:1,6,7,11,12	w w 65:17 71:9 140:5 142:17,18 wages 62:2 66:15 73:5 137:1,24 waist 119:3 120:9,9 131:13 wait 69:15 123:10 wake 119:2,6 walk 123:14 134:20 137:17 139:24 walker 130:10 130:19,22		

[words - zoom]

Page 214

<p>words 6:9 14:8 87:20 88:3 90:19 138:19 work 36:8 37:9 38:24 40:19 46:18 59:17 60:2 64:21 72:19 78:22,24 120:4 132:1 139:24 144:8,9 168:5 worked 35:21 36:11,24,25 37:4 38:11 43:20 53:5 57:3 60:6,7,8,11,14 60:25 64:22 143:24 working 35:23 36:1,12,17 37:8 37:11,18 43:23 43:25 51:23 53:22 54:1 58:21,23 64:18 71:5,6 73:16 76:11 80:2 129:1 140:9 144:3,16 149:6 159:14 works 9:10 57:11 120:5 worried 105:25 worries 165:14 worry 24:4</p>	<p>wrapping 136:9 write 72:6,10 173:2 writeoffs 65:5 65:22 writing 48:9,10 65:4 138:1 written 6:15 13:6 wrong 59:10 65:14 122:9 151:3 wrote 13:20 58:5 59:11 62:12</p> <tr> <td data-bbox="553 947 878 1003">x</td><td data-bbox="883 947 1201 1003"></td></tr> <tr> <td data-bbox="553 1010 878 1108">x 3:1 128:15,18 128:19</td><td data-bbox="883 1010 1201 1108"></td></tr> <tr> <td data-bbox="553 1115 878 1171">y</td><td data-bbox="883 1115 1201 1171"></td></tr> <tr> <td data-bbox="553 1178 878 1919"> <p>yeah 32:13 48:16 49:18 59:4 77:1 78:1 78:10 83:25 93:2 98:21 103:5,5 115:18 120:13 121:24 145:3 150:12 164:7 year 11:3 21:25 22:5 23:14 24:17 58:24 61:1 67:15 71:8 72:4 74:1,3 124:15,17 126:3</p> </td><td data-bbox="883 233 1201 1919"> <p>126:4 137:5,6 142:5 years 18:2,3,24 19:1 35:25 53:5 55:18 56:9 60:8 60:15 74:16 124:20 137:1 yeller 24:21 yep 29:17</p> <tr> <td data-bbox="883 659 1201 716">z</td><td data-bbox="1206 659 1531 716"></td></tr> <tr> <td data-bbox="883 722 1201 1919"> <p>zero 76:5 132:17 zoom 1:21,23 2:1 48:22 172:9</p> </td><td data-bbox="1206 722 1531 1919"></td></tr> </td></tr>	x		x 3:1 128:15,18 128:19		y		<p>yeah 32:13 48:16 49:18 59:4 77:1 78:1 78:10 83:25 93:2 98:21 103:5,5 115:18 120:13 121:24 145:3 150:12 164:7 year 11:3 21:25 22:5 23:14 24:17 58:24 61:1 67:15 71:8 72:4 74:1,3 124:15,17 126:3</p>	<p>126:4 137:5,6 142:5 years 18:2,3,24 19:1 35:25 53:5 55:18 56:9 60:8 60:15 74:16 124:20 137:1 yeller 24:21 yep 29:17</p> <tr> <td data-bbox="883 659 1201 716">z</td><td data-bbox="1206 659 1531 716"></td></tr> <tr> <td data-bbox="883 722 1201 1919"> <p>zero 76:5 132:17 zoom 1:21,23 2:1 48:22 172:9</p> </td><td data-bbox="1206 722 1531 1919"></td></tr>	z		<p>zero 76:5 132:17 zoom 1:21,23 2:1 48:22 172:9</p>	
x													
x 3:1 128:15,18 128:19													
y													
<p>yeah 32:13 48:16 49:18 59:4 77:1 78:1 78:10 83:25 93:2 98:21 103:5,5 115:18 120:13 121:24 145:3 150:12 164:7 year 11:3 21:25 22:5 23:14 24:17 58:24 61:1 67:15 71:8 72:4 74:1,3 124:15,17 126:3</p>	<p>126:4 137:5,6 142:5 years 18:2,3,24 19:1 35:25 53:5 55:18 56:9 60:8 60:15 74:16 124:20 137:1 yeller 24:21 yep 29:17</p> <tr> <td data-bbox="883 659 1201 716">z</td><td data-bbox="1206 659 1531 716"></td></tr> <tr> <td data-bbox="883 722 1201 1919"> <p>zero 76:5 132:17 zoom 1:21,23 2:1 48:22 172:9</p> </td><td data-bbox="1206 722 1531 1919"></td></tr>	z		<p>zero 76:5 132:17 zoom 1:21,23 2:1 48:22 172:9</p>									
z													
<p>zero 76:5 132:17 zoom 1:21,23 2:1 48:22 172:9</p>													

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.